

**FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING**

September 4, 2024
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**24-0548 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

24-0549 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Yolanda Favors Remembrance Day." **(Arrington)**
August 23, 2024

Proclamation recognizing "The Waterboyz Movie Appreciation Day." **(Arrington)**
August 24, 2024

Proclamation recognizing "Ronald C. Smith Remembrance Day." **(Abdur-Rahman)** August 27, 2024

Commissioners' District Board Appointments**24-0550 Board of Commissioners**

BELTLINE TAX ALLOCATION DISTRICT (TAD) ADVISORY COMMITTEE

Fulton County Board of Commissioners is responsible for appointing 10 members.

Term = 2 years, with such term commencing upon approval of the Atlanta City Council.

Term below expired: 12/31/2019
Angelyn A. Dionysatos

Commissioner Barrett nominated Bridgette Walton for a District appointment to a two-year term, commencing upon approval of the Atlanta City Council.

24-0551 **Board of Commissioners**
COMMISSION ON DISABILITY AFFAIRS

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Term = Staggered two (2) year terms

Term below expires: 12/31/2026
Vacant (**District 3**)

Commissioner Barrett has nominated Derrick Tuff for a District appointment to an unexpired term ending December 31, 2026.

Open & Responsible Government

24-0552 **Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and Kimberly C. Sullivan for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 331 Clipper Bay Drive, Alpharetta, Georgia 30005.

Health and Human Services

24-0553 **Public Works**

Request approval to renew an existing contract - Department of Public Works, 24RFP140569K-DB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$64,422.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0554 **Department for HIV Elimination**

Request approval to amend existing contracts to increase the spending authority of "Ending the HIV Epidemic" grant subrecipients pursuant to the Health Resources and Services Administration award UT8HA3393 in the amount of \$1,901,800.00 in fiscal year 2024. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with seven selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chair.

Infrastructure and Economic Development**24-0555 Public Works**

Request approval to renew an existing contract - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in an amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC (GMC), for program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0556 Public Works

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount not to exceed \$125,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Justice and Safety**24-0557 Medical Examiner**

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the third of five (5) renewal options. Two (2) renewal options remain.

24-0558 Medical Examiner

Request approval to renew an existing contract - Fulton County on behalf of Fulton County Office of the Medical Examiner and the Emory University School of Medicine to provide clinical education experiences for students enrolled in, or visiting students participating in, a rotation with the Medical School's M.D. Degree. The County Attorney is authorized approve the Agreement as to form and make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. Effective upon approval for five (5) years.

24-0559 Medical Examiner

Request approval of a contract - Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Anatomic Pathology Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the third of five (5) renewal options.

24-0560 Emergency Services

Request approval of a Memorandum of Understanding between Fulton County and the City of Atlanta for the provision of Back-Up 911 Service effective upon BOC approval through December 31, 2024, with five (5) renewal options ending December 31, 2029.

24-0561 Juvenile Court

Request approval of a contract - Juvenile Court, 22RFP048A-CJC, Specific Evidence-Based Delinquency Prevention Programming in the amount up to \$384,860.00 with Evidence-Based Associates, LLC (Powder Springs, GA) to provide ART-Aggressive Replacement Therapy; Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); Functional Family Therapy (FFT) and Multisystemic Therapy (MST). Effective July 1, 2024, through June 30, 2025. This contract is 100% grant funded. No county funding is required.

24-0562 Police

Request approval to apply and accept a grant from the Urban Area Security Initiative (UASI) Program for GY2021, GY2022, and GY2023 funds for the total amount of \$456,000.00 for enhancement of the Law Enforcement capabilities. GY2021 award amount is \$46,000.00 and the effective date is 10/01/2021 and ends 06/30/2024. GY2022 award amount is \$329,000.00 and the effective date is 10/01/2022 and ends 05/31/2025. GY2023 award amount is \$81,000.00 and the effective date is 10/01/2023 and ends 09/30/2025. No match required. Reference agenda item # 24-0261. The MOU has been modified from its previous year(s) format to include a performance period end date.

24-0563 Superior Court Administration

Request approval of a statewide contract - Superior Court Administration, SWC #47100-GBI0000165-0002, in an amount not to exceed \$142,405.00 with Siemens Healthcare Diagnostics, Inc., to purchase medical/drug testing supplies for random drug testing for Superior Court Accountability Courts, State Court and Juvenile Courts. Effective July 1, 2024, through June 30, 2025. 100% Grant funded.

FIRST REGULAR MEETING AGENDA**24-0564 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

24-0565 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, August 7, 2024

Second Regular Meeting Post Agenda Minutes, August 21, 2024

24-0566 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Recovery Month." (Ellis/Pitts)

PUBLIC HEARINGS**24-0567 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call).

Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting. In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****24-0568 Registration & Elections**

Request for approval of a contract between Fulton County Department of Registration & Elections and Gilbert, Harrell, Sumerford & Martin, P.C. in the total amount of \$99,600.00, to be paid in monthly installments of \$24,900.00, for monitors for the Fulton County November 2024 election, pursuant SEB 2023-025 which has been resolved by a reprimand.

24-0569 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22RFP041122C-MH, General Landscaping & Lawn Care Services for Countywide Facilities in the total amount of \$275,270.74 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to cover the costs to provide additional on-site landscape/ground maintenance and lawn care services at various sites Countywide. Effective upon BOC approval.

Health and Human Services**24-0570 Public Works**

Request approval to renew an existing contract - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0571 Public Works

Request approval to renew an existing contract - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed \$500,000.00, with Jewel of the South, Inc. (Conyers, GA), to provide large water meter installation services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0572 Public Works

Request approval to renew an existing contract - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South, Inc. (Conyers, GA), to provide small water meter installation services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

24-0573 Public Works

Request approval of recommended proposals - Public Works, 24RFP032724K-JA, 2024 Standby Engineering Services in an amount not to exceed of \$2,000,000.00 with (A) Jacobs Engineering Group Inc. (Atlanta, GA) in an amount not to exceed \$500,000.00; (B) Prime Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$500,000.00; (C) Benchmark Management, LLC (Atlanta, GA) in an amount not to exceed \$500,000.00; (D) Gresham Smith (Atlanta, GA) in an amount not to exceed \$500,000.00 to provide standby engineering services effective October 1, 2024 through December 31, 2025, with two renewal options.

24-0574 Public Works

Request approval of a Resolution of the Fulton County Board of Commissioners to accept the City of Atlanta's selection of Brown and Caldwell | SL King as the winning bidder of its procurement for program management services for the Tom Lowe Water Treatment Plant conducted on behalf of the Atlanta Fulton County Water Resources Commission ("AFCWRC"); to authorize the AFCWRC to enter into a contract with Brown and Caldwell | SL King for Program Management Services; to approve the expenditure of Fulton County Capital Improvement Program Funds for such services in the amount of \$2.5 million per year for the initial three year term; to authorize the County Manager to approve the agreement as to content and the County Attorney to approve the agreement as to legal form; and for other purposes.

COMMISSIONERS' ACTION ITEMS**24-0575 Board of Commissioners**

Request approval of a Resolution designating Fulton County, Georgia as a Purple Heart County; and for other purposes. **(Arrington)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Health and Human Services****24-0576 Public Works**

Presentation: Transitioning to Advanced Meter Infrastructure (AMI) water meter reading in 2025.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

- [24-0577](#) **Board of Commissioners**
Discussion: Election Monitors (**Thorne**)

EXECUTIVE SESSION

- [24-0578](#) **Board of Commissioners**
Executive (**CLOSED**) Sessions regarding litigation (**County Attorney**), real estate (**County Manager**), and personnel (**Pitts**).

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0549

Meeting Date: 9/4/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Yolanda Favors Remembrance Day.” **(Arrington)**
August 23, 2024

Proclamation recognizing “The Waterboyz Movie Appreciation Day.” **(Arrington)**
August 24, 2024

Proclamation recognizing “Smith Remembrance Day.” **(Abdur-Rahman)**
August 27, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0552

Meeting Date: 9/4/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, Georgia and Kimberly C. Sullivan for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 331 Clipper Bay Drive, Alpharetta, Georgia 30005.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background

Scope of Work: Kimberly C. Sullivan, the owner of the real property located at 331 Clipper Bay

Drive, Alpharetta, Georgia 30005, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements to remain within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Plat Book 133, Page 104.

At the request of Kimberly C. Sullivan, the Department of Public Works completed an on-site assessment of the area, which is approximately 3,288 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

Community Impact: As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements to remain within the County's sewer line easement area.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

Project Implications: No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Approval of the Agenda Item does not involve the receipt or payment of funding

After recording return to:
Michael Graham, Land Administrator
Fulton County Land Division
141 Pryor Street, SW, Suite 8021
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 67583, Page 87
Deed Book 133, Page 104

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Kimberly C. Sullivan citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 331 Clipper Bay Drive (enter address), and as more fully described in that certain conveyance recorded in Deed Book 67583, Page 87 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference. 67583 = Book

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book Deed Book (circle one) 133, Page 104 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the Private Improvements").

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. 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.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County
Director of Public Works
141 Pryor Street, SW, 6Th. Floor
Atlanta, GA. 30303

with a copy to: County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA. 30303

OWNER:

Kimberly C. Sullivan TRS & The Kimberly C Sullivan Living Trust
331 Clipper Bay Dr.
Alpharetta, GA 30005

Re: 2nd District 1st Section, Land Lot(s) LOT 38 Block A

Parcel Number: 21-5632-1250-017-0

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,
as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

OWNER Kimberly C. Sullivan Trust
DTD 2/12/24

Lisa O'Mahony
Unofficial Witness Lisa O'Mahony

[Signature]
Signature (Authorized Party to Bind Owner
Entity)

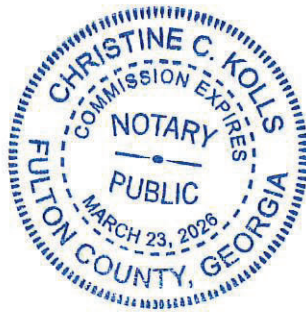
Christine C. Kolls
Notary Public
My Commission Expires: March 23, 2026

Kimberly C. Sullivan Trustee
Signatory's Name and Title (printed)

(Notary Seal)

Owner's Address: _____

(Notary Stamp)



331 Clipper Bay Drive
Alpharetta, GA 30005

Attest:

FULTON COUNTY, GEORGIA

Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

David E. Clark, Director
Department of Public Works

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0553

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 24RFP140569K-DB, MS4 NPDES Permit Management Oversight and Administration in an amount not to exceed \$64,422.00 with River to Tap, Inc. (R2T) (Roswell, GA), to provide management, oversight, and administration services for the MS4 NPDES required Storm Water Management Program within the unincorporated area of Fulton County on a time and materials basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: Department of Public Works recommends approval to renew the existing contract with River to Tap, Inc. (R2T) to provide management, oversight, and administration services for the MS4 NPDES required stormwater management program within the unincorporated area of Fulton County.

Scope of Work: The contract provides for consulting services for Oversight, Management and Administration services for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit program within the Fulton Industrial District area of unincorporated Fulton County. The MS4 Permit requires the development of a Stormwater Management Program and numerous subprograms/program elements established to reduce and minimize pollutant discharges to surface water from stormwater sources.

The Best Management Practices for this program include:

- Inspection and Maintenance of Stormwater Control Structures
- Detection and Elimination of Illicit Discharges
- Industrial Facility Stormwater Discharge Control
- Construction Site Management
- Inspection and Enforcement of Highly Visible Pollutant Sources
- Public Education
- Public Involvement
- Regulation of Post Construction Stormwater Controls
- Promotion of Green Infrastructure / Low Impact Development

The consultant assists Fulton County staff in performing and meeting these elements on a time and materials basis and preparing an annual report to EPD documenting our efforts. The consultant monitors the timely accomplishment of the tasks performed by staff, as well as other consultants, and compiles and submits the comprehensive annual report documenting compliance required by the Permit.

Community Impact: This contract ensures that all requirements of the NPDES MS4 Permit will be met, and the Stormwater Program within unincorporated Fulton County meets all necessary federal requirements.

Department Recommendation: The Department of Public Works recommends approval of the contract to provide MS4 NPDES Permit Management Oversight and Administration services for the Fulton Industrial District.

Project Implications: Contracting these services will allow the Department of Public Works to more effectively and efficiently achieve compliance with the requirements of the NPDES MS4 Permit requirements.

Community Issues/Concerns: There are no known community issues or concerns with the approval of this contract.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the approval of this contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
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Original Award Amount	24-0441	6/26/2024	\$64,422.00
1st Renewal			\$64,422.00
2 nd Renewal			\$0.00
Total Revised Amount			\$128,844.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$64,422.00

Prime Vendor: River to Tap, Inc. (R2T)
Prime Status: African American Female Business
Location: Roswell, GA
County: Fulton County
Prime Value: \$64,422.00 or 100.00%

Total Contract Value: \$64,422.00 or 100.00%
Total Certified Value: \$64,422.00 or 100.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director of Public Works, 404-612-7530

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$64,422.00
Previous Adjustments: \$0.00
This Request: \$64,422.00
TOTAL: \$128,844.00

Grant Information Summary

Amount Requested: ☐ Cash

Agenda Item No.: 24-0553

Meeting Date: 9/4/2024

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$64,422.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: O renewal option remains

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: #24RFP140569K-DB

BID/RFP TITLE: MS4 NPDES Permit Management Oversight and Administration

ORIGINAL APPROVAL DATE: June 26, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025 to December 31, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$64,422.00

COMPANY'S NAME: R2T, Inc.

ADDRESS: 580 W Crossville Road, Suite 101

CITY: Roswell

STATE: GA

ZIP: 30075

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

R2T, Inc.

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**[Insert name]
[Insert title]**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, PE, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	July 16, 2024
Department:	Public Works
Contract Number:	24RFP140569K-DB
Contract Title:	FID MS4 Oversight

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

It was procured this year via a Request for Proposals and the vendor was evaluated and ranked based upon qualifications and experience, but also provided the lowest cost proposal

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

This was a new procurement that was awarded on June 26, 2024 and prices are current

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

A comparison of prices is not appropriate due to the variability of approaches to accomplishing this work and the size of the stormwater systems

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

New contract – no expenditures last year

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Potential violation of our NPDES Permit

Performance Evaluation Details

ID	E9
Project	MS4 NPDES Permit Management Oversight and Administration
Project Number	20RFP101320K-CRB
Supplier	River to Tap, Inc.
Supplier Project Contact	Alex Ottley (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/22/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/22/2024 10:47 AM EDT
Completion Date	07/22/2024 10:47 AM EDT
Evaluation Score	100



8/6/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0554

Meeting Date: 9/4/2024

Department

Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to amend existing contracts to increase the spending authority of “Ending the HIV Epidemic” grant subrecipients pursuant to the Health Resources and Services Administration award UT8HA3393 in the amount of \$1,901,800.00 in fiscal year 2024. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with seven selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chair.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. § 36-10-1 requires that all official contracts entered into by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Department for HIV Elimination recommends approval of increased spending

authority for selected subrecipients to provide HIV care and support services using 100% “Ending the HIV Epidemic” (EHE) grant funds with no required match. EHE has a project period from 3/1/2020 through 2/28/2025 with an award of \$7,338,979.00 for the current fiscal year. The Board of Commissioners previously approved “Ending the HIV Epidemic” grant funding through #21-0800 (10/20/2021). Subrecipients were recommended by a Review Committee pursuant to RFP: 21RFPRW0708B-EC. This action would supplement the subrecipient agencies’ FY 2024 funding for additional services. By increasing spending authority of these 7 agencies, we will be able to move funds to these agencies that have demonstrated an increased need. The 7 agencies provide various services to clients including medical care, oral health, housing, financial assistance, psychosocial support, case management, initiative services, etc. A total of 3,174 clients were served by these agencies in FY2023. We estimate that with the increased spending authority under this request of \$1,901,800.00, these agencies will be able to provide services to 750 additional clients. Funds are

recommended to increase spending authority for the following subrecipients:

EHE SUBRECIPIENT AGENCIES	PREVIOUSLY APPROVED FUNDING FY24	ADDITIONAL FUNDING FOR FY24	TOTAL FUNDING FOR FY24
1) AID Atlanta	\$328,190.00	\$97,676.00	\$425,866.00
2) Carl Bean Men’s Health	\$501,986.00	\$299,962.00	\$801,948.00
3) DeKalb Board of Health	\$127,511.00	\$122,999.00	\$250,510.00
4) Grady Ponce Center	\$747,651.00	\$1,055,752.00	\$1,803,403.00
5) HOPE Atlanta	\$317,473.00	\$97,000.00	\$414,473.00
6) Positive Impact Health Center	\$592,608.00	\$95,727.00	\$688,335.00
7) To Our Shores	\$563,448.00	\$132,684.00	\$696,132.00
TOTAL	\$3,178,867.00	\$1,901,800.00	\$5,080,667.00

Community Impact: Ending the HIV Epidemic funding will support essential care and support services for Persons Living with HIV (PLWH) in the targeted counties to decrease the number of new HIV cases. Populations of Focus are African American Men who Have Sex with Men, African American Men and Women, Transgender Men and Women. Funds will support the provision of medical care, oral health, housing, financial assistance, psychosocial support, case management, and initiative projects. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for “Ending the HIV Epidemic” grant subrecipient’s in the amount of \$1,901,800.00 in FY24.

Project Implications: No change in budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: The Department for HIV Elimination is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-EE47

Funding Line 2:

461-270-EE48

Funding Line 3:

461-270-EE49

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

October 20, 2021

10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



POST AGENDA MINUTES

This document is tentative, has not been ratified or approved by the Board of Commissioners, and is not binding on the County or any officer.

Scheduled date for ratification: November 3, 2021

CALL TO ORDER: Chairman Robert L. Pitts

10:02 a.m.

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)

PRESENT

Liz Hausmann, Commissioner (District 1)

PRESENT

Bob Ellis, Commissioner (District 2)

PRESENT

Lee Morris, Commissioner (District 3)

PRESENT

Natalie Hall, Vice Chair (District 4)

PRESENT

Marvin S. Arrington, Jr., Commissioner (District 5)

PRESENT

Khadijah Abdur-Rahman, Commissioner (District 6)

PRESENT

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**21-0784 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Recess Meeting Agenda for separate consideration. **(ADOPTED AS AMENDED)**

A motion was made by Commissioner Ellis and seconded by Commissioner Hausmann, to adopt the Consent Agenda as amended by removing item #21-0806 as requested by the County Manager. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

21-0785 Board of Commissioners

Proclamations for Spreading on the Minutes **(SPREAD ON THE MINUTES UPON ADOPTION OF THE CONSENT AGENDA)**

Proclamation recognizing "Sheila A. Williams Remembrance Day." **(Pitts)**
August 18, 2021

Proclamation recognizing "SiMan Baby Alexander and DJ Mix Master Mitch Appreciation Day." **(Abdur-Rahman)**
October 30, 2021

Commissioners' District Board Appointments**21-0786 Board of Commissioners**

FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC) **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Term = 2 Years

Term below expired: 12/31/2020
Johnathan Davis **(Morris/BOC-3)**

Commissioner Morris nominated Peter Hausmann for a District appointment to a term ending December 31, 2022.

21-0787 Board of Commissioners

Request approval of the proposed 2022 Fulton County Board of Commissioners Meeting Calendar. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Open & Responsible Government**21-0788 Finance**

Ratification of September 2021 Grants Activity Report **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0789 Real Estate and Asset Management

Request approval of a Water Line Easement Dedication of 50,631 square feet to Fulton County, a political subdivision of the State of Georgia, from Lennar Georgia, Inc., for the purpose of constructing the Villas at River Park Project at 5976 State Bridge Road, Johns Creek, Georgia 30097. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0790 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 440 square feet to Fulton County, a political subdivision of the State of Georgia, from JJ/DB-KROS Real Estate, LLC, for the purpose of constructing the Julio Jones Kia Project at 10955 Westside Pkwy, Alpharetta, Georgia 30009. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0791 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 50,631 square feet to Fulton County, a political subdivision of the State of Georgia, from Lennar Georgia, Inc., for the purpose of constructing the Villas at River Park Project at 5976 State Bridge Road, Johns Creek, Georgia 30097. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0792 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 55,074 square feet to Fulton County, a political subdivision of the State of Georgia, from Academy Park Neighborhood Association, Inc., for the purpose of accepting the Academy Sewer Easement Dedication for Phases 1 and 4 at 0 Webb Road, Alpharetta, Georgia 30009. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0793 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 5,578 square feet to Fulton County, a political subdivision of the State of Georgia, from Weingarten Investments, Inc., for the purpose of constructing the Existing Sewer Line South of Hall Road Project at 0 Campbellton Fairburn Road, South Fulton, Georgia 30213. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0794 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 20ITB125868C-CG Glass and Plexiglas Repair and Replacement in the total amount of \$55,000.00 with (A) Brad Construction Company II (Fayetteville, GA) in the amount of \$40,000.00; and, (B) P&E Mirror and Glass, LLC. (Atlanta, GA) in the amount of \$15,000.00 to provide glass and Plexiglas repair and replacement for Fulton County on an "as-needed" basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: from January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0795 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125925C-CG, Septic Tank and Grease Trap Maintenance Services Countywide in the amount of \$25,000.00 with Darling Ingredients, Inc.- Dar Pro Solutions (Atlanta, GA), to provide septic tank and grease trap maintenance services on an "as needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Health and Human Services**21-0796 Community Development**

Request approval to amend the Community Development Block Grant contracts with the following municipalities: College Park (\$584,000.00), East Point (\$162,487.00), Fairburn (\$200,000.00), Hapeville (\$150,000.00), and Union City (\$422,500.00), to extend the contract end date from September 30, 2021 to July 31, 2022, which will allow the cities additional time to complete construction timelines. The award amount for each contract does not change from these amendments. The County Attorney is authorized to approve the contract amendments as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0797 Community Development

Request approval to amend the Community Development Block Grant CV-1 contracts with the following sub-recipients: College Park (\$500,000.00), Fairburn (\$50,000.00), and Palmetto (\$120,000.00), to extend the contract end date from December 31, 2021 to April 28, 2022, to allow the cities additional time to respond to the needs of their communities. The funding levels for each contract stays the same and does not change as a result of these amendments. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0798 Community Development

Request approval to enter into a Memorandum of Understanding by Fulton County, Georgia with (a) Community Assistance Center in the amount of \$25,000.00, and (b) North Fulton Community Charities in the amount of \$25,000.00, to be paid from Emergency Solutions Grants (ESG 20) for Homeless Prevention activities. Effective upon BOC approval through October, 30, 2022. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0799 Community Development

Request approval to amend the Emergency Solutions Grant (ESG 20) contract with the Society of St. Vincent DePaul, GA, to increase the grant award from \$33,286.00 to \$55,000.00, and extend the contract end date from April 30, 2022 to July 31, 2022. The County Attorney is authorized to approve the contracts as to form and make changes thereto prior to execution. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0800**Department for HIV Elimination**

Request approval of FY2020 Carryover and FY2021 Ending the HIV Epidemic Initiative grant funds totaling \$1,133,172.00 pursuant to Health Resources and Services Administration grant H89HA00007. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair.

(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)

21-0801**Department for HIV Elimination**

Request approval of additional Ryan White HIV/AIDS Program Minority AIDS Initiative (MAI) grant funding to Grady Hospital dba Grady Health System for services to be provided in Fiscal Year 2021 in an amount not to exceed \$300,000.00. This is 100% grant funded with no County match required. Request authorization for the Chairman to execute contracts with selected subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and substance and make any necessary modifications thereto prior to execution by the Chair. Effective October 1, 2021. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0802**Public Works**

Request approval to renew existing contracts - Department of Public Works, 20ITB112420A-FB, Emergency Sewage Cleanup Services in the amount of \$101,890.00 with American Property Restoration (Atlanta, GA), to provide emergency sewage cleanup service. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0803**Public Works**

Request approval to renew existing contracts - Department of Public Works, 19ITB111419A-YJ, Laboratory Testing Services in the amount of \$100,000.00 with Analytical Environmental Services, Inc. (Atlanta, GA) to provide laboratory testing services. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0804**Public Works**

Request approval to renew an existing contract - Department of Public Works, 20ITBC124898A-YJ, Precision Fill Two-Component Structural Polyurethane Foam and Materials for Filling Voids in the amount of \$74,574.84 with Prime Resins, Inc. (Conyers, GA), to provide precision fill two component structural polyurethane foam and materials for filling voids. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

21-0805 Senior Services

Request approval to renew existing contracts - Department of Senior Services, #21ITB000011A-CJC, Pool Maintenance Services (Roswell, GA), in the amount of \$130,000.00 with United Pool Maintenance, to provide pool maintenance services, repair and preventive maintenance to the four Senior Multipurpose Facilities. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022. **(APPROVED UPON ADOPTION OF THE CONSENT AGENDA)**

Infrastructure and Economic Development**21-0806 Public Works**

Request approval to renew an existing contract - Department of Public Works, 19ITB120391A-FB, Landscape Maintenance Services at Fulton County Executive Airport - Charlie Brown Field in the amount of \$45,024.46 with Ed Castro Landscape, Inc. (Roswell, GA), to provide landscape maintenance services at Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of two renewal options. No renewal options remain. Effective dates: January 1, 2022 through December 31, 2022. **(REMOVED)**

ITEM REMOVED FROM THE CONSENT AGENDA AS REQUESTED BY THE COUNTY MANAGER

RECESS MEETING AGENDA**21-0807 Board of Commissioners**

Adoption of the Recess Meeting Agenda. **(ADOPTED AS AMENDED)**

a. A motion was made by Vice Chair Hall and seconded by Commissioner Hausmann, to adopt the Recess Meeting Agenda as amended by revising items #21-0809 and #21-0779. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

b. A motion was made by Commissioner Hausmann and seconded by Commissioner Abdur-Rahman, to reconsider the Recess Meeting Agenda. **(NO VOTE TAKEN)**

21-0808 Clerk to the Commission

Ratification of Minutes. **(RATIFIED)**

Recess Meeting Minutes, September 15, 2021

Regular Meeting Post Agenda Minutes, October 6, 2021

A motion was made by Vice Chair Hall and seconded by Commissioner Ellis, to ratify the meeting minutes. The motion passed by the following vote:

Yea: Pitts, Hausmann, Ellis, Morris, Hall, and Abdur-Rahman

Absent: Arrington

The Department for HIV Elimination recommends approval of increased spending authority for selected subrecipient's to provide HIV care and support services using 100% "Ending the HIV Epidemic" (EHE) grant funds with no required match. EHE has a project period from 3/1/2020 through 2/28/2025 with an award of \$7,338,979.00 for the current fiscal year. The Board of Commissioners previously approved "Ending the HIV Epidemic" grant funding through #21-0800 (10/20/2021). Subrecipients were recommended by a Review Committee pursuant to RFP: 21RFPRW0708B-EC. This action would supplement the subrecipient agencies FY 2024 funding for additional services. By increasing spending authority of these 7 agencies, we will be able to move funds to these agencies that have demonstrated an increased need. The 7 agencies provide various services to clients including medical care, oral health, housing, financial assistance, psychosocial support, case management, initiative services, etc. A total of 3,174 clients were served by these agencies in FY2023. We estimate that with the increased spending authority under this request of \$1,901,800.00, these agencies will be able to provide services to 750 additional clients. Funds are recommended to increase spending authority for the following subrecipients:

EHE SUBRECIPIENT AGENCIES	PREVIOUSLY APPROVED FUNDING FY24	ADDITIONAL FUNDING FOR FY24	TOTAL FUNDING FOR FY24
1) AID Atlanta	\$328,190.00	\$97,676.00	\$425,866.00
2) Carl Bean Men's Health	\$501,986.00	\$299,962.00	\$801,948.00
3) DeKalb Board of Health	\$127,511.00	\$122,999.00	\$250,510.00
4) Grady Ponce Center	\$747,651.00	\$1,055,752.00	\$1,803,403.00
5) HOPE Atlanta	\$317,473.00	\$97,000.00	\$414,473.00
6) Positive Impact Health Center	\$592,608.00	\$95,727.00	\$688,335.00
7) To Our Shores	\$563,448.00	\$132,684.00	\$696,132.00
TOTAL	\$3,178,867.00	\$1,901,800.00	\$5,080,667.00



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Area
EtHE Phase III Amendment #2

THIS AGREEMENT, entered into this 1st day of March 2023 through the 28th day of February 2025 by and between FULTON COUNTY (hereinafter referred to as "**County**") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and AID Atlanta (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 item #21-0800 (10/20/2021) and item #22-0456 (7/13/2022) and item #23-0009 (1/4/2023) and item #23-0527 (8/16/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's Executive Director on 02/24/2023 for EtHE Phase III which provides **\$94,051.00 in FY21, \$218,917.00 in FY22, \$218,917.00 in FY23, and \$218,917.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional EHE funding to AID Atlanta under EtHE Phase III to facilitate the approved program for a total not to exceed **\$328,190.00 in FY23, and \$328,190.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

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

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

ARTICLE 1. **CONTRACT DOCUMENTS**

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

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

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

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

Standards for Ryan White Part A Grantees: Program – Part A¹

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate AID Atlanta to render the services defined and required herein.

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

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

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

Paragraph 3.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

ARTICLE 4. SCOPE OF DUTIES

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPBW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget*.

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

ARTICLE 5. MODIFICATIONS

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

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

ARTICLE 6.0. CONTRACT TERM

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

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$328,190.00 in FY23, and \$328,190.00 in FY24**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of **\$75,000.00** per year. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. Intentionally left blank.

Paragraph 7.2a. The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

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

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

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

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

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

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

Paragraph 8.3. Intentionally left blank.

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

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

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

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

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

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

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

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

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

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

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

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

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

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply

with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

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

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

Paragraph 8.16. Intentionally left blank.

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

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

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

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

Paragraph 8.21. Intentionally left blank.

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

Paragraph 8.23. Intentionally left blank.

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

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

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

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

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

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

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

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

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

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

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

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

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

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

3. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

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

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

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

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

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

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

Paragraph 9.8. Additional items which must be submitted with the final Reimbursement Request

are described in **PPPN-013**.

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a))."

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

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

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

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default

under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

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

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

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

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

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

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

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

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

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

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

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

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

Paragraph 10.13. Subrecipient agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees than no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

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

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

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

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the 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)**

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

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

ARTICLE 11. PERSONNEL

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. GRIEVANCE PROCEDURES

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

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

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

ARTICLE 15. TERMINATION

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

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

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

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

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

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

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

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

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

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

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

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

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

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

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

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

ARTICLE 21. ACCURACY OF WORK

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

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

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

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

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

ARTICLE 23. INDEMNIFICATION

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

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers,

employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through

investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

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

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or

to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

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

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

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. PUBLICITY

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

ARTICLE 28. INTANGIBLE PROPERTY

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

ARTICLE 29. TANGIBLE PROPERTY

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***“Program Manual of Policies and Procedures”*** and ***FPPN-003: Property Standards***) and shall include:

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

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

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

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

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

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

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

Paragraph 32.1. Interest of Public Officials:

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

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

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

ARTICLE 35. AUDITS AND INSPECTORS

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

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

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

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any

Agreements it may make with any subcontractor, assignee or transferee.

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

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

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

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

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination
Fulton County Government
137 Peachtree Street
Atlanta, Georgia 30303

Director of Finance
Fulton County Government
141 Pryor Street, Suite 7001
Atlanta, Georgia 30303

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

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient

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

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

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

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

Paragraph 36.4. Intentionally left blank.

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

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

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

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may

result in amendments to this contract and/or changes in funding amounts.

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

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

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

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

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

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

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

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

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

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

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

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

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

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

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

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

ARTICLE 37. ACCOUNTING SYSTEM

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

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement.

All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

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

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303
Jeff.cheek@fultoncountyga.gov

With a copy to:

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

Notices to Subrecipient shall be addressed as follows:

DocuSigned by:
Micole Roebuck
9A1F611AE02048B...
Name: _____
Title: Executive Director
Agency: AID ATLANTA INC
Address: 1438 West Peachtree Street
NW
City: Atlanta State: Georgia
Zip Code: 30309

ARTICLE 40. JURISDICTION

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

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

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 42. FORCE MAJEURE

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. TAXES

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

ARTICLE 44. PERMITS, LICENSES AND BONDS

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

ARTICLE 45. NON-APPROPRIATION

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

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

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise

discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. ANTI-KICKBACK

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

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

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

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place

the required Corporate Compliance Plan.

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 50. TITLE VI COMPLIANCE

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

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

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

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or

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

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. Information and Reports
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

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

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

ARTICLE 51. NATIONAL MONITORING STANDARDS

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


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

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

SIGNATURES FOLLOW

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

FULTON COUNTY, GEORGIA

By: 
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Robert L. Pitts, Chairman
Board of Commissioners

09/14/2023
Date

Attest:

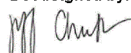

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Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 23-0527 Date: 8/16/2023

APPROVED AS TO FORM:


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Office of the County Attorney

APPROVED AS TO CONTENT:


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Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

AID ATLANTA INC
Agency Name
Nicole Roebuck
Typed Name
Executive Director
Title

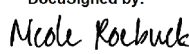

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Signature
09/11/2023
Date

EXHIBIT A23

FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(SEE END OF DOCUMENT)

EXHIBIT B23

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

(SEE END OF DOCUMENT)

EXHIBIT A24

FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT B24

APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

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

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

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

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

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:	
	<div>DocuSigned by: <i>Nicole Roebuck</i> 9A1F611AE02048B...</div>
TITLE OF AUTHORIZED CERTIFYING OFFICIAL:	
Executive Director	
APPLICANT ORGANIZATION:	
AID ATLANTA INC	
DATE:	09/11/2023

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.

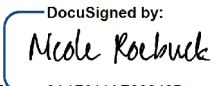
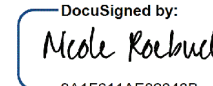
SIGNATURE OF CERTIFYING OFFICIAL	TITLE
 9A1F611AE02048B...	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
 9A1F611AE02048B...	09/11/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

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

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

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

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

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

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

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

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

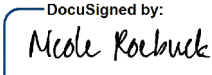
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Executive Director
APPLICANT ORGANIZATION AID ATLANTA INC	DATE SUBMITTED 09/11/2023

EXHIBIT G**Compliance with Legislative Mandates**

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

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

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

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

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

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

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

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

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

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

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

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

(11) **Restriction on Funding ACORN**

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

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

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


Signature of Authorized Certifying Official  9A1F611AE02048B...	Title Executive Director
Organization AID ATLANTA INC	Date 09/11/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – AID Atlanta					
Priority Category	MCM EtHE- Capacity Building		Total funding requested in this category:		\$ 63,150
Service Targets	Target number of unduplicated clients	50	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		750
Care Continuum Impact	Retention	Viral Suppression	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE 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 Provide medical and social service care coordination and follow up that reduces barriers to client's engagement and retention in medical care.		3/1/2023-2/2024	Director, Managers, Medical Case Managers	By the end of the EtHE Contract period, 85% of active case managed clients will have a primary care visit within the last 6 months.	
2 Provide Medical case management services to improve clients' viral load suppression (ADAP, PAP, HICP access to medications and medical care services)		3/1/2023-2/2024	Director, Managers, Medical Case Managers	By the end of the EtHE Contract period, 85% of active case managed clients will be virally suppressed	
3 Monitor the most recent data available at monthly QM meetings and make recommendations for improvements.		March 2023 and ongoing	QM Team	Review member satisfaction data, KPI, HAB Performance measures, compliance rates, and member outcomes data	

EXHIBIT A: FY2023 EHE WORK PLAN

			(viral suppression & retention rates).
4 Engage members in agency quality management and improvement efforts through participation in monthly CAB meetings, survey completion, and QI initiatives.	March 2023 and ongoing	QM Team	Increase CAB participation among members accessing AID Atlanta services

WORK PLAN – AID Atlanta					
Priority Category	N-MCM EtHE- Capacity Building		Total funding requested in this category:		\$54,714
Service Targets	Target number of unduplicated clients	10	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		480
Care Continuum Impact	Engagement	Retention	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EHE 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 Provide deaf and hard of hearing clients with support and assistance in obtaining medical, social, community, legal, financial, and other needed services through face-to-face, telephone contact, or other encounter using ISPs to monitor client's progress.		3/1/2023-2/2024	NMCM, Support Services Manager	By the end of the EtHE Contract period, 85% of active non-medical case managed clients will be retained in medical care.	

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – AID Atlanta					
Priority Category	REF EtHE- Capacity Building		Total funding requested in this category:		\$56,469
Service Targets	Target number of unduplicated clients	100	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		400
Care Continuum Impact	Engagement	Linkage	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Choose an item.
EHE Goal # and Goal	Goal 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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 Provide referral for health and support services to targeted women population to needed core or support services		3/1/2023-2/2024	Women's Program Specialist; Support Services Manager		By the end of the EtHE Contract period, at least 100 women will be referred/linked to a core and/or support service

WORK PLAN – AID Atlanta					
Priority Category	IPS- Retention in HIV Care		Total funding requested in this category:		\$ 3725
Service Targets	Target number of unduplicated clients	135	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		225
Care Continuum Impact	Retention	Viral Suppression	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Choose an item.
EHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				

Atlanta EMA

EXHIBIT A: FY2023 EHE WORK PLAN

Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.		
Key Action Steps	Timeline	Person(s) Responsible	Progress Measure(s)
1 Provide awards and incentives to those that are retained in care to encourage and celebrate continued improved health outcomes.	3/1/2023-2/2024	Management, MCM, NMCM, Program Specialist	By the end of the EthE contract, 85% of active members currently retained in care will continue to be retained in medical care.
2 Increase community engagement through Listening Sessions, Focus Groups, and participation incentives	3/1/2023-2/2024	QM Team	By the end of the EthE contract, 85% of active members currently retained in care will continue to be retained in medical care.

WORK PLAN – AID Atlanta					
Priority Category	IPS- People in care, but not virally suppressed		Total funding requested in this category:		\$ 2400
Service Targets	Target number of unduplicated clients	100	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		175
Care Continuum Impact	Viral Suppression	Retention	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				

EXHIBIT A: FY2023 EHE WORK PLAN

Key Action Steps	Timeline	Person(s) Responsible	Progress Measure(s)
1 Provide incentives to clients that are retained in care but not virally suppressed to encourage strides towards viral suppression and celebrate to improved health outcomes once viral suppression is reached.	3/1/2023-2/2024	Management, MCM, NMCM, Program Specialist	By the end of the EthE contract, 85% of active members currently retained in care but not virally suppressed will meet viral suppression goals.

WORK PLAN – AID Atlanta					
Priority Category	TRANSP EtHE- Capacity Building		Total funding requested in this category:		\$ 6720
Service Targets	Target number of unduplicated clients	95	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		190
Care Continuum Impact	Retention	Viral Suppression	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Choose an item.
EHE 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 Assess transportation need and provide on demand car service.	3/1/2023-2/2024	All service providers, including but not limited to Medical and Non-Medical Case Managers, Support Services Manager, Women's Program Specialist	By the end of the EtHE Contract period, 85% of receiving MT services will be retained in medical care.		

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – AID Atlanta					
Priority Category	Housing RA EtHE- Capacity Building		Total funding requested in this category:		\$ 51,500
Service Targets	Target number of unduplicated clients	50	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		50
Care Continuum Impact	Retention	Viral Suppression	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Choose an item.
EHE 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 Financial housing assistance, including courier service for emergencies, will be provided to fill in gaps and reduce barriers to stable housing.		3/1/2023-2/2024	Service providers, including but not limited to Medical and Non-Medical Case Managers		By the end of the EtHE Contract period, 50 members will have received rental and/or emergency lodging assistance.

WORK PLAN – AID Atlanta					
Priority Category	EFA-H EtHE- Capacity Building		Total funding requested in this category:		\$ 5000
Service Targets	Target number of unduplicated clients	25	Target number of units/visits (Include unit value, ie. 50 visits or 50 one-way trips)		25
Care Continuum Impact	Retention	Viral Suppression	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Choose an item.
EHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				

Atlanta EMA

EXHIBIT A: FY2023 EHE WORK PLAN

Objective # & Objective	Objective 2.1 Engage and retain PLWH in medical care.		
Key Action Steps	Timeline	Person(s) Responsible	Progress Measure(s)
1 Assess transportation need and provide on demand car service.	3/1/2023-2/2024	Service providers, including but not limited to Medical and Non-Medical Case Managers	By the end of the EtHE Contract period, 25 members will have received utility assistance.

EXHIBIT B23: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary											
Category	Emergency Financial Ass	Housing	EHE Initiative Services	Medical Case M	Medical Transporta	Non-medical Case	Quality Manag	Referral for Heal	Total	Contingency	Award Amount
Personnel	\$0.00	\$0.00	\$0.00	\$47,873.00	\$0.00	\$46,216.00	\$8,625.00	\$42,640.00	\$145,354.00		
Fringe	\$0.00	\$0.00	\$0.00	\$13,246.00	\$0.00	\$6,467.00	\$2,387.00	\$11,798.00	\$33,898.00		
Client Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$6,720.00	\$0.00	\$0.00	\$0.00	\$6,720.00		
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Contractual	\$0.00	\$0.00	\$0.00	\$2,031.00	\$0.00	\$2,031.00	\$0.00	\$2,031.00	\$6,093.00		
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Other	\$5,000.00	\$51,500.00	\$6,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,625.00		
Total	\$5,000.00	\$51,500.00	\$6,125.00	\$63,150.00	\$6,720.00	\$54,714.00	\$11,012.00	\$56,469.00	\$254,690.00	\$73,500.00	\$328,190.00
Administrative	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Personnel Full Time				Rate #1											
Position #	Priority Category	Position Title	Employee Name	Total Monthly \$	FTE	Number of Months	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Goal	Justification
1	Medical Case Management	Bilingual MCM	Jenny Sorto	\$3,989.41	1.00	12.00	\$47,872.92	\$47,872.92	100.00%	\$47,873.00	27.6700%	\$13,246.00	\$61,119.00	Goal 2; Obj 2.1	This Case manager provides case management, referrals and follow up care to clients living with HIV whose primary language is Spanish.
5	Non-medical Case Management	Support Services Manager	Fred Brown	\$4,812.50	1.00	12.00	\$57,750.00	\$57,750.00	26.00%	\$15,015.00	27.6700%	\$4,155.00	\$19,170.00	Goal 2; Obj 2.1	The Support Services Manager supervises RW A and EHE funded non-medical case management staff and RHSS staff to ensure services are provided in accordance with EMA and agency standards of care. Support Services Manager also provides direct supportive services, informational sessions and community resources to self managed clients in the EMA.
4	Quality Management	Director of Quality	LaTonya Morrisette	\$7,187.59	1.00	12.00	\$86,251.08	\$86,251.08	10.00%	\$8,625.00	27.6700%	\$2,387.00	\$11,012.00	Goal 2; Obj 2.1	Director of Quality for RW & EHE funded programs. Responsible for compliance and quality assurance monitoring, evaluation and improvement planning. Conducts regular consumer satisfaction surveys as per grant requirements, facilitates the Community Advisory Board, updates the Quality management plan, and coordinates quality improvement projects for RW & EHE services.
3	Referral for Health Care a	Women's Program Specialist	Marcella Spruell	\$3,553.33	1.00	12.00	\$42,639.96	\$42,639.96	100.00%	\$42,640.00	27.6700%	\$11,798.00	\$54,438.00	Goal 2; Obj 2.1	Women's Program Specialist will provide referrals to supportive services, community resources, and family-centered programs to women living with HIV in the EMA.

Personnel Part Time				Rate #1												
Position #	Priority Category	Position Title	Employee Name	Hourly Rate	Hours Per Month	FTE	Number of Months	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Goal	Justification
2	Non-medical Case Management	Deaf and Hard of Hearing	Rashidah Shariff	\$30.00	86.67	1.00	12.00	\$31,201.20	\$31,201.20	100.00%	\$31,201.00	7.41%	\$2,312.00	\$33,513.00	Goal 2; Obj 2.1	This Case manager provides non-medical case management, referrals and follow up care to clients living with HIV who are also deaf and hard of hearing.

Medical Transportation											
Priority Category	Line Item	Sub-Line Item	Cost Per One-Way Trip	Trips Per Month	Number of Months	Number of Clients	Line Item Total	Goal	Justification		
Medical Transportation	Medical Transportation	On Demand Car Service	\$20.00	4.00	12.00	7.00	\$6,720.00	Goal 2; Obj 2.1	To/From Medical, Core, and Support Services Appointments		

Contractual														
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification
Medical Case Management	Space	Rent	Cost Per Month	\$169.25	12.00	\$0.00	0.00	\$2,031.00	100.00%	\$2,031.00	0.00%	\$0.00	Goal 2; Obj 2.1	Rent
Non-medical Case Management	Space	Rent	Cost Per Month	\$169.25	12.00	\$0.00	0.00	\$2,031.00	100.00%	\$2,031.00	0.00%	\$0.00	Goal 2; Obj 2.1	Rent
Referral for Health Care a	Space	Rent	Cost Per Month	\$169.25	12.00	\$0.00	0.00	\$2,031.00	100.00%	\$2,031.00	0.00%	\$0.00	Goal 2; Obj 2.1	Rent

Other														
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification
Emergency Financial Assistance	Other	Utility Assistance	Cost Per Month	\$416.67	12.00	\$0.00	0.00	\$5,000.04	100.00%	\$5,000.00	0.00%	\$0.00	Goal 2; Obj 2.1	Utility assistance for clients to become and/or remain stably housed.
Housing	Other	Rent/Emergency Lodging	Cost Per Month	\$4,166.67	12.00	\$0.00	0.00	\$50,000.04	100.00%	\$50,000.00	0.00%	\$0.00	Goal 2; Obj 2.1	Rent/Emergency Lodging Assistance
Housing	Other	Emergency Courier/Mail	Cost Per Month	\$125.00	12.00	\$0.00	0.00	\$1,500.00	100.00%	\$1,500.00	0.00%	\$0.00	Goal 2; Obj 2.1	Delivery needed for emergency housing related payments.
EHE Initiative Services	Other	Retention Awards/Incentives	Cost Per Month	\$200.00	12.00	\$0.00	0.00	\$2,400.00	100.00%	\$2,400.00	0.00%	\$0.00	Goal 2; Obj 2.1	Retention Awards/Incentives
EHE Initiative Services	Other	Viral Suppression Awards	Cost Per Month	\$200.00	12.00	\$0.00	0.00	\$2,400.00	100.00%	\$2,400.00	0.00%	\$0.00	Goal 2; Obj 2.1	Viral Suppression Awards/Incentives
EHE Initiative Services	Other	Engagement Activities and Incentives	Cost Per Month	\$110.42	12.00	\$0.00	0.00	\$1,325.04	100.00%	\$1,325.00	0.00%	\$0.00	Goal 2; Obj 2.1	CAB Engagement Activities and Incentives



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Area
EtHE Phase III Amendment 1

THIS AGREEMENT, entered into this 1st day of February 2023 through the 28th day of February 2025 by and between FULTON COUNTY (hereinafter referred to as "**County**") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and NAESM Men's Health and Wellness Center, 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 item #20-0669 (10/7/2020) and item #21-0800 (10/20/2021) and item #22-0456 (7/13/2022) and item#23-0527 (8/16/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's President on 11/16/2021 for EtHE Phase III which provides \$204,201.00 in FY21, \$111,835.00 in FY22, \$111,835.00 in FY23, and \$111,835.00 in FY24, subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional EHE funding to NAESM Men's Health and Wellness Center, Inc. under EtHE Phase III to facilitate the approved program for a total not to exceed **\$445,468.00 in FY22, \$501,986.00 in FY23, and \$501,986.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

Standards for Ryan White Part A Grantees: Program – Part A¹

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate NAESM Men's Health and Wellness Center, Inc. to render the services defined and required herein.

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

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

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

Paragraph 3.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

ARTICLE 4. SCOPE OF DUTIES

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPRW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget*.

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

ARTICLE 5. MODIFICATIONS

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

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

ARTICLE 6.0. CONTRACT TERM

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

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on February 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$445,468.00 in FY22, \$501,986.00 (\$476,986.00 + \$25,000.00) in FY23, and \$501,986.00 (\$476,986.00 + \$25,000.00) in FY24.** The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$25,000.00 for FY2023. The award amount includes a contingency amount of \$25,000 for FY2024. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. Intentionally left blank.

Paragraph 7.2a. The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

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

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

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

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

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

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

Paragraph 8.3. Intentionally left blank.

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

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

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

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

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

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

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

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

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

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

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

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

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS

Expectations set forth in Appendix V of the Part A Request for Proposals.

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

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

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

Paragraph 8.16. Intentionally left blank.

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

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

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

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

Paragraph 8.21. Intentionally left blank.

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

Paragraph 8.23. Intentionally left blank.

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

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

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

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

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

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

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

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

Paragraph 8.30. Subrecipient agrees to participate in regular progress officer calls and webinars

which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

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

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

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall

- remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date.
 3. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

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

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

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

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

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

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

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

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a))."

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

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

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

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this

Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

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

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

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

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

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be

made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

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

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

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

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

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

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

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

Paragraph 10.13. Subrecipient agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees than no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

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

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

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

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the 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)**

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

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

The allocation journal should contain written procedures that are easy to follow and can be “re-performed” by an auditor.

ARTICLE 11. PERSONNEL

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. GRIEVANCE PROCEDURES

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

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

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

ARTICLE 15. TERMINATION

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

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

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

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if

the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

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

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

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

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

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

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction

Programs” (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient’s duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

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

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

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

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

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

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

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation,

clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

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

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

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

ARTICLE 23. INDEMNIFICATION

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

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect

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

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that

regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

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

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential

or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

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

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

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. PUBLICITY

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

ARTICLE 28. INTANGIBLE PROPERTY

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

ARTICLE 29. TANGIBLE PROPERTY

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***"Program Manual of Policies and Procedures"*** and ***FPPN-003: Property Standards***) and shall include:

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

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

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

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

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

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

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

Paragraph 32.1. Interest of Public Officials:

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

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

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

ARTICLE 35. AUDITS AND INSPECTORS

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

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

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

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

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

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

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

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

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination
Fulton County Government
137 Peachtree Street
Atlanta, Georgia 30303

Director of Finance
Fulton County Government
141 Pryor Street, Suite 7001
Atlanta, Georgia 30303

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

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

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

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

Paragraph 36.4. Intentionally left blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

the “payer of last resort” requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

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

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

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

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

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

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

ARTICLE 37. ACCOUNTING SYSTEM

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient’s systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any

of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

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

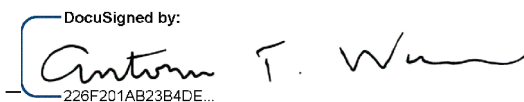
Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303
Jeff.cheek@fultoncountyga.gov

With a copy to:

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

Notices to Subrecipient shall be addressed as follows:

Name:  226F201AB23B4DE...
Title: Executive Director
Agency: Carl Bean Men's Health and Wellness Center
Address: 2140 Martin Luther King, Jr Drive Southwest
City: Atlanta State: Georgia
Zip Code: 30310

ARTICLE 40. JURISDICTION

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

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

ARTICLE 41. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 42. **FORCE MAJEURE**

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. **TAXES**

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

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

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or

suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. NON-APPROPRIATION

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

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

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an “employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

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

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

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

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

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 50. TITLE VI COMPLIANCE

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

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

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

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. **Information and Reports**
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

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

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

ARTICLE 51. **NATIONAL MONITORING STANDARDS**

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

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

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

SIGNATURES FOLLOW

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

FULTON COUNTY, GEORGIA

By:  Robert L. Pitts
BA715B1A26544E7...
Robert L. Pitts, Chairman
Board of Commissioners

09/05/2023
Date

Attest:

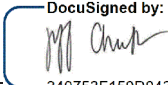
 Tonya Grier
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Tonya Grier
Fulton County Clerk to the Commission

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

APPROVED AS TO FORM:

 David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:

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

SUBRECIPIENT:

Carl Bean Men's Health and wellness Center
Agency Name
Antonio T. Williams
Typed Name
Executive Director
Title


 Antonio T. Williams
226F201AB23B4DE...
Signature
09/05/2023
Date

EXHIBIT A23

FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(SEE END OF DOCUMENT)

EXHIBIT B23

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

(SEE END OF DOCUMENT)

EXHIBIT A24

FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT B24

APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

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

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

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

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

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:

226F201AB23B4DE...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

Executive Director

APPLICANT ORGANIZATION:

Carl Bean Men's Health and wellness Center

DATE:

09/05/2023

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 CERTIFYING OFFICIAL	TITLE
<small>DocuSigned by:</small>  <small>226F201AB23B4DE...</small>	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
Carl Bean Men's Health and wellness Center	09/05/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

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

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

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

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

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

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

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

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


SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  226F201AB23B4DE...	TITLE Executive Director
APPLICANT ORGANIZATION Carl Bean Men's Health and Wellness Center	DATE SUBMITTED 09/05/2023

EXHIBIT G**Compliance with Legislative Mandates**

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

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

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

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

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

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

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

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

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

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

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

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

(11) **Restriction on Funding ACORN**

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

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

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


Signature of Authorized Certifying Official	Title
 DocuSigned by: 226F201AB23B4DE... Organization	Executive Director
Carl Bean Men's Health and Wellness Center	Date
	09/05/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

EtHE- Capacity Building FY23					
WORK PLAN – Carl Bean Men’s Health and Wellness Center, Inc.					
Priority Category	OAHS EtHE- Capacity Building		Total funding requested in this category		\$228,831
Target Number of Clients:		50	Target Number of Units:		150
HIV Care Continuum Impact					
	Linkage	Retention	Engagement	Prescribed ART	Viral Suppression
Clients Achieving Outcome	46	38	38	40	38
Total Clients	46	38	38	40	38
% Achieving Outcome	95%	80%	80%	93%	85%
Does this goal focus on persons in care, but not virally suppressed?		Yes		If yes, please describe: We expect a significant number of clients to be seen are newly diagnosed (unknown HIV status and viral load at the time of enrollment), or lost to follow-up in HIV care.	
Part A Goal # and Goal		Goal 1. Increase access to care to ensure PLWH receive treatment rapidly			
Objective # & Objective		Objective 2.2 Increase access to medications.			
Key Action Steps	Timeline	Title of Person(s) Responsible	Progress Measure(s)		
1. Review/update outpatient standards, as needed.	March 2023	Program Director, Medical Director, Nurse Practitioner	Standards Manual review (in-house, Fulton RW Program, HRSA National Monitoring Standards)		
2. Schedule clients with a healthcare provider	March 2023 and ongoing	Medical Case Manager, Medical Assistant	EMR; Daily schedule		
3. Obtain laboratory tests.	March 2023 and ongoing	Nurse Practitioner, Medical Assistant	EMR; Lab requisitions		
4. Issue prescription for ART.	March 2023 and ongoing	Nurse Practitioner, Medical Director	EMR; Pharmacy on file		
5. Assess treatment response.	March 2023 and ongoing	Nurse Practitioner, Medical Director	Viral load results		
6. Assess the overall health of clients.	March 2023 and ongoing	Program Director, Medical Director, Nurse Practitioner	Annual physical exam; Lab results; EMR		
7. Collect data required for e2Fulton.	March 2023-February 2024	Data Manager	Data collection forms completed; Data entry and reports from e2Fulton		
8. Evaluate the effectiveness of services based on health outcomes.	Quarterly	Program Director, Nurse Practitioner, Quality Manager	Lab results; Medical charts; Data reports from e2Fulton; Quarterly reports to funder		

* Programmatic changes will occur based on outcomes from program evaluation and compliance with indicators of success or progress measures. This will determine if changes or improvements should take place and at what level (e.g., program activities, changes in policies and procedures, staff training, etc.).

EtHE- Capacity Building FY23					
WORK PLAN – Carl Bean Men’s Health and Wellness Center, Inc.					
Priority Category	MCM EtHE- Capacity Building		Total funding requested in this category		\$84,621
Target Number of Clients:		30	Target Number of Units:		90
HIV Care Continuum Impact					
	Linkage	Retention	Engagement	Prescribed ART	Viral Suppression
Clients Achieving Outcome	25	22	23	23	20
Total Clients	25	32	23	25	20
% Achieving Outcome	95%	80%	80%	95%	85%
Does this goal focus on persons in care, but not virally suppressed?		Yes		If yes, please describe: We expect a significant number of clients to be seen who are newly diagnosed (unknown HIV status and viral load at the time of enrollment) or lost to follow-up in HIV care.	
Part A 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	Title of Person(s) Responsible	Progress Measure(s)		
1. Review/update case management standards, as needed.	March 2023	Program Director, Medical Director, Medical Case Manager	Standards Manual review (in-house, Fulton RW Program, HRSA National Monitoring Standards)		
2. Review/update MOUs for existing or potential partnerships.	March 2023	Program Director, Medical Director, Medical Case Manager	Number of MOUs; Type of agency (medical, non-medical); Type of services offered		
3. Identify newly diagnosed or returning to care HIV+ clients.	March 2023 and ongoing	Medical Case Manager, Nurse Practitioner	Number and demographics of clients newly diagnosed and returning to care		
4. Determine client’s eligibility.	March 2023 and ongoing	Medical Case Manager	Required documentation obtained and reviewed; Eligibility determined		
5. Complete client’s intake, assessment, and re-assessment.	March 2023 and ongoing	Medical Case Manager	Number of intakes, assessments, and re-assessments completed		
6. Create a care plan with the client.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Completed care plan with client involvement		
7. Refer and link the client to appropriate services.	March 2023 and ongoing	Medical Director, Medical Case Manager, Peer Support Worker	Number of clients enrolled; Number and type of referral (internal or external)		
8. Collect data required for e2Fulton.	March 2023-February 2024	Data Manager	Data collection forms completed; Data entry and reports from e2Fulton		
9. Evaluate the effectiveness of services based on health outcomes.	Quarterly	Program Director, Medical Case Manager, Quality Manager	Lab results; Medical charts; Data reports from e2Fulton; Quarterly reports to funder		

EtHE- Capacity Building FY23					
WORK PLAN – Carl Bean Men’s Health and Wellness Center, Inc.					
Priority Category	MCM EtHE-Capacity Building		Total funding requested in this category		\$84,621
Target Number of Clients:		20	Target Number of Units:		40
HIV Care Continuum Impact					
	Linkage	Retention	Engagement	Prescribed ART	Viral Suppression
Clients Achieving Outcome	16	14	14	12	12
1. Total Clients	20	13	13	12	12
% Achieving Outcome	96%	85%	85%	95%	95%
Does this goal focus on persons in care, but not virally suppressed?		Yes		If yes, please describe: We expect a significant number of clients to be seen are newly diagnosed (unknown HIV status and viral load at the time of enrollment) or lost to follow-up in HIV care.	
Part A 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	Title of Person(s) Responsible	Progress Measure(s)		
1. Hire/train qualified staff.	April 2023	President, Program Director, Medical Director	Job posting; Resumes; Staff offer letter; Signed Offer Letter		
2. Review/update case management standards and QM standards.	April and May 2023	Program Director, NP, and MCM	Standards Manual review (in-house, Fulton RW Program, HRSA National Monitoring Standards, Quality Management Plan)		
3. Identify newly diagnosed or returning to care, HIV+ clients,	April 2023 ongoing	Medical Case Manager and NP	Number and demographics of clients newly diagnosed and returning to care		
4. Create a care plan with the client	May 2023 ongoing	MCM and PS	Completed care plan with client involvement		
5. Assist with developing and implementing the agency QM program.	May 2023 and ongoing	Medical Director, Program Director, NP, and MCM	Standards of Care for funded services; Quality Management Program Plan; Quality Management Work Plan		
6. Assist with the design agency's internal quality management structure.	May 2023 and ongoing	Medical Director, Program Director, NP, and MCM	Processes, procedures, and responsibilities of the QM Committee and Clinical Staff		
7. Coordinate agency QM Team meetings.	May 2023 and ongoing	MCM, and Quality Management Team	Team composition; Meeting schedule; Meeting agenda; Updated Work Plan		
8. Identify at least one quality improvement (QI) project.	May 2023 and ongoing	MCM, and Quality Management Team	Selected QI area(s) for improvement		
9. Work with QM Team on QI project goals and timeline.	September 2023	MCM, and Quality Management Team	QI Project Action Work Plan		
10. Coordinate and monitor QI activities.	April 2023 and ongoing	MCM, and Quality Management Team	QI Progress report		
11. Collect standardized performance measures data to maximize program effectiveness.	Quarterly	MCM, and Quality Management Team	Standardized performance measures; Data collection tools (e.g., chart audit); Reviewed performance measures		
12. Evaluate effectiveness of services based on health outcomes.	Quarterly	Medical Director, Program Director, NP, and MCM	Lab results; Medical charts; Data reports from e2Fulton; Site visit reviews; Quarterly reports to funder		

EtHE- Capacity Building FY23					
WORK PLAN – Carl Bean Men’s Health and Wellness Center, Inc.					
Priority Category	PS EtHE- Capacity Building		Total funding requested in this category		\$76,073
Target Number of Clients:	36		Target Number of Units:		108
HIV Care Continuum Impact					
	Linkage	Retention	Engagement	Prescribed ART	Viral Suppression
Clients Achieving Outcome	34	27	27	26	22
Total Clients	36	34	34	27	26
% Achieving Outcome	95%	80%	80%	95%	85%
Does this goal focus on persons in care, but not virally suppressed?		Yes		If yes, please describe: We expect a significant number of clients to be seen are newly diagnosed (unknown HIV status and viral load at the time of enrollment); or lost to follow-up in HIV care.	
Part A 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	Title of Person(s) Responsible	Progress Measure(s)	
1. Review SOP set forth by DHE, as needed.		March 2023	Program Director, Peer Support Worker	Standards Manual review (in-house, Fulton RW Program, HRSA National Monitoring Standards)	
2. Review/update community resources and increase network.		March 2023	Program Director, Peer Support Worker, Medical Case Manager	Number of resources; Type of resource (e.g., transportation, housing, pantry, etc.)	
3. Contact clients newly diagnosed or returning to care.		March 2023 and ongoing	Peer Support Worker, Medical Case Manager	Number and demographics of clients newly diagnosed and returning to care	
4. Assist MCM with intake process.		March 2023 and ongoing	Peer Support Worker	Number of intakes completed	
5. Arrange transportation, assist with arrival/departure of clients, send appointment reminders.		March 2023 and ongoing	Peer Support Worker, Medical Case Manager	Number of clients served; Type of service provided; Percentage of clients that kept appointments	
6. Develop and implement educational and social activities.		March 2023 and ongoing	Peer Support Worker, Medical Case Manager	Number of activities planned and implemented; Type of activities; Number of clients in attendance	
7. Lead Community Advisory Board.		March 2023 and ongoing	Peer Support Worker	Signing sheet; Agenda; Minutes	
8. Collect data required for e2Fulton.		March 2023-February 2024	Data Manager	Data collection forms completed; Data entry and reports from e2Fulton	
9. Evaluate the effectiveness of services based on health outcomes.		Quarterly	Program Director, Peer Support Worker, Quality Manager	Lab results; Medical charts; Data reports from e2Fulton; Quarterly reports to funder	

* Programmatic changes will occur based on outcomes from program evaluation and compliance with indicators of success or progress measures. This will determine if changes or improvements should take place and at what level (e.g., program activities, changes in policies and procedures, staff training, etc.).

EtHE- Capacity Building FY23					
WORK PLAN – Carl Bean Men’s Health and Wellness Center, Inc.					
Priority Category	MT EtHE- Capacity Building		Total funding requested in this category		\$3,840
Target Number of Clients:		10	Target Number of Units: 30		
HIV Care Continuum Impact					
	Linkage	Retention	Engagement	Prescribed ART	Viral Suppression
Clients Achieving Outcome	9	8	8	7	7
Total Clients	10	9	9	8	8
% Achieving Outcome	95%	80%	80%	95%	85%
Does this goal focus on persons in care, but not virally suppressed?		Yes		If yes, please describe: We expect a significant number of clients to be seen are newly diagnosed (unknown HIV status and viral load at the time of enrollment); or lost to follow-up in HIV care.	
Part A Goal # and Goal		Goal 1. Increase access to care to ensure PLWH receive treatment rapidly			
Objective # & Objective		Objective 2.2 Increase access to medications.			
Key Action Steps	Timeline	Title of Person(s) Responsible	Progress Measure(s)		
1. Review SOP for medical transportation, as needed.	March 2023	President, Program Director, Medical Director	Standards Manual review (in-house, Fulton RW Program, HRSA National Monitoring Standards)		
2. Assist clients with medical appointments, scheduling, and accessing medical and support services, as needed.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Number of intakes completed; Number of clients served; Type of service provided; Percentage of clients that kept appointments		
3. Identify those clients with transportation barriers.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Number of clients served with transportation barriers		
4. Complete transportation assessment and ensure eligibility criteria are met.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Number of clients enrolled in Ryan White Program; Number of transportation assessments completed		
5. Complete transportation requests.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Number of transportation requests completed; Reason for requesting transportation assistance		
6. Complete the transportation log.	March 2023 and ongoing	Medical Case Manager, Peer Support Worker	Transportation log completed: date service requested and offered; the purpose of trip; start/end location; date and type of medical appointment (e.g., labs, MH counseling, follow-up doctor appointment)		
7. Collect data required for e2Fulton.	March 2023-February 2024	Data Manager	Data collection forms completed; Data entry and reports from e2Fulton		
8. Evaluate the effectiveness of services based on health outcomes.	Quarterly	Program Director, Peer Support Worker, Medical Case Manager, Quality Manager	Lab results; Medical charts; Data reports from e2Fulton; Quarterly reports to funder		

EXHIBIT B: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary							
Category	Medical Case Management	Medical Transportation	Outpatient/Ambulatory Health Services	Psychosocial Services	Total	Contingency	Award Amount
Personnel	\$127,876.00	\$0.00	\$117,953.00	\$56,723.00	\$302,552.00		
Fringe	\$41,368.00	\$0.00	\$38,158.00	\$18,350.00	\$97,876.00		
Client Travel	\$0.00	\$3,840.00	\$0.00	\$0.00	\$3,840.00		
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Supplies	\$0.00	\$0.00	\$72,718.00	\$0.00	\$72,718.00		
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total	\$169,244.00	\$3,840.00	\$228,829.00	\$75,073.00	\$476,986.00	\$25,000.00	\$501,986.00
Administrative	\$33,848.00	\$0.00	\$18,733.00	\$7,507.00	\$60,088.00	\$0.00	\$0.00

Personnel Full Time																	
Rate #1																	
Position #	Priority Category	Position Title	Employee Name	Total Monthly	FTE	Number of Mo	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Admin Percent	Admin Total	Goal	Justification
2	Medical Case Management	Medical Case Manager	Charles Jackson	\$5,328.17	1.00	12.00	\$63,938.04	\$63,938.04	100.00%	\$63,938.00	32.3500%	\$20,684.00	\$84,622.00	20.00%	\$16,924.00	Improve health	Complete client intake assessment and reassessment; create a care plan with client; collect data
4	Medical Case Management	Medical case Manager	Traylon Eaton	\$5,328.17	1.00	12.00	\$63,938.04	\$63,938.04	100.00%	\$63,938.00	32.3500%	\$20,684.00	\$84,622.00	20.00%	\$16,924.00	Improve health	Complete client intake assessment and reassessment; create a care plan with the client; collect data
1	Outpatient/Ambulatory Health Services	Outpatient Health Service	TBH	\$9,829.42	1.00	12.00	\$117,953.04	\$117,953.04	90.00%	\$106,158.00	32.3500%	\$34,342.00	\$140,500.00	12.00%	\$16,860.00	Increase access	Assess, treat, and manage HIV+ Clients; order labs and write Rx. Assess treatment response; a
1	Outpatient/Ambulatory Health Services	Outpatient Health Service	TBH	\$9,829.42	1.00	12.00	\$117,953.04	\$117,953.04	10.00%	\$11,795.00	32.3500%	\$3,816.00	\$15,611.00	12.00%	\$1,873.00	Increase access	Assess, treat, and manage HIV+ Clients; order labs and write Rx. Assess treatment response; a
3	Psychosocial Support Services	Peer Support Worker	Corey Stallworth	\$4,726.92	1.00	12.00	\$56,723.04	\$56,723.04	100.00%	\$56,723.00	32.3500%	\$18,350.00	\$75,073.00	10.00%	\$7,507.00	Improve health	Contact clients newly diagnosed or returning to care, review and update community resource

Medical Transportation									
Priority Category	Line Item	Sub-Line Item	Cost Per One-Way Trip	Trips Per Month	Number of Months	Number of Clients	Line Item Total	Goal	Justification
Medical Transportation	Medical appointment		\$16.00	2.00	12.00	10.00	\$3,840.00	Increase access	Assist client with medical transportation

Supplies														
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of Total	Line Item Total	Admin Percent	Admin Total	Goal	Justification
Outpatient/Ambulatory Health Services	Supplies	ADAP Formulary Medications	Cost Per Month	\$4,559.84	12.00	\$0.00	0.00	\$54,718.08	100.00%	\$54,718.00	0.00%	\$0.00	Increase access	ADAP Formulary Medications
Outpatient/Ambulatory Health Services	Supplies	Medical Supplies	Cost Per Month	\$1,500.00	12.00	\$0.00	0.00	\$18,000.00	100.00%	\$18,000.00	0.00%	\$0.00	Increase access	Medical Supplies



Ending
the
HIV
Epidemic

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

Atlanta Eligible Metropolitan Area
Amendment #1

THIS AGREEMENT, entered into this 1st day of March 2023 through the 28th day of February 2025 by and between FULTON COUNTY (hereinafter referred to as "**County**") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and 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 #20-0669 (10/7/2020) and item #23-0009 (1/4/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's Executive Director on 10/09/2020 for EtHE Phase I which provides **\$87,511.00 in FY20, \$87,511.00 in FY21, \$87,511.00 in FY22, \$87,511.00 in FY23, and \$87,511.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional EHE funding to DeKalb County Board of Health under EtHE Phase I to facilitate the approved program for a total not to exceed **\$127,511.00 in FY23, and \$127,511.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

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

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

ARTICLE 1. **CONTRACT DOCUMENTS**

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

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

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

- Department for HIV Elimination, ***“Program Manual of Policies and Procedures”*** which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 20RW0610-MH FY20 EtHE RWHAP Services
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring

Standards for Ryan White Part A Grantees: Program – Part A¹

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate DeKalb County Board of Health to render the services defined and required herein.

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

Paragraph 3.2. Subrecipient represents that **Sandra Valenciano, District Health Director** 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. 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 A23: *Work Plan Goals and Objectives tied to Approved Budget*.

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

ARTICLE 5. MODIFICATIONS

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

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

ARTICLE 6.0. CONTRACT TERM

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

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$87,511.00 in FY20, \$87,511.00 in FY21, \$87,511.00 in FY22, \$127,511.00 (\$87,511.00 + \$40,000) in FY23, and \$127,511.00 (\$87,511.00 + \$40,000) in FY24.** The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$40,000.00 for FY2023. The award amount includes a contingency amount of \$40,000 for FY2024. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. Intentionally left blank.

Paragraph 7.2a. The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

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

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

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

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

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

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

Paragraph 8.3. Intentionally left blank.

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

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

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

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

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

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

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

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

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

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

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

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

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS

Expectations set forth in Appendix V of the Part A Request for Proposals.

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

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

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

Paragraph 8.16. Intentionally left blank.

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

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

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

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

Paragraph 8.21. Intentionally left blank.

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

Paragraph 8.23. Intentionally left blank.

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

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

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

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

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

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

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

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

Paragraph 8.30. Subrecipient agrees to participate in regular progress officer calls and webinars

which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

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

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

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall

- remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date.
 3. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

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

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

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

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

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

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

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

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a))."

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

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

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

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this

Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

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

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

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

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

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be

made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

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

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

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

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

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

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

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

Paragraph 10.13. Subrecipient agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees than no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

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

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

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

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

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

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

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

The allocation journal should contain written procedures that are easy to follow and can be “re-performed” by an auditor.

ARTICLE 11. PERSONNEL

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

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

ARTICLE 12. SUSPENSION OF WORK

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

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

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. GRIEVANCE PROCEDURES

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

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

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

ARTICLE 15. TERMINATION

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

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

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

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if

the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

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

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

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

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

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

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction

Programs” (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient’s duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

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

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

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

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

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

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

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation,

clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

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

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

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

ARTICLE 23. INDEMNIFICATION

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

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect

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

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that

regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

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

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential

or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

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

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

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. PUBLICITY

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

ARTICLE 28. INTANGIBLE PROPERTY

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

ARTICLE 29. TANGIBLE PROPERTY

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***"Program Manual of Policies and Procedures"*** and ***FPPN-003: Property Standards***) and shall include:

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

or program for which the property was acquired;

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

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

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

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

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

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

Paragraph 32.1. Interest of Public Officials:

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

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

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

ARTICLE 35. AUDITS AND INSPECTORS

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

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

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

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

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

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

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

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

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

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

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

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

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

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

Paragraph 36.4. Intentionally left blank.

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

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

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

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

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

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

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

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

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

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

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

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

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

the “payer of last resort” requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

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

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

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

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

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

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

ARTICLE 37. ACCOUNTING SYSTEM

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient’s systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any

of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

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

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303
Jeff.cheek@fultoncountyga.gov

With a copy to:

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

Notices to Subrecipient shall be addressed as follows:

DocuSigned by:
Sandra Valenciano
23F79E02DBBC475...
Name: _____
Title: District Health Director
Agency: DeKalb County Board of Health
Address: 445 Winn Way
City: Decatur State: Georgia
Zip Code: 30030

ARTICLE 40. JURISDICTION

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

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

ARTICLE 41. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

ARTICLE 42. **FORCE MAJEURE**

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. **TAXES**

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

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

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or

suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. NON-APPROPRIATION

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

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

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an “employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

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

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

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

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

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 50. TITLE VI COMPLIANCE

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

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

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

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. **Information and Reports**
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

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

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

ARTICLE 51. **NATIONAL MONITORING STANDARDS**

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

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

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

SIGNATURES FOLLOW


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

FULTON COUNTY, GEORGIA

By: 
BA715B1A26544E7...
Robert L. Pitts, Chairman
Board of Commissioners

08/05/2023
Date

Attest:



EEC476C4837648D...
Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 2023-0009 Date: 1/4/2023

APPROVED AS TO FORM:


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Office of the County Attorney

APPROVED AS TO CONTENT:


315B61A19F57499...
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

Dekalb County Board of Health
Agency Name
Sandra valenciano
Typed Name
District Health Director
Title

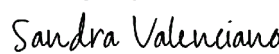

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Signature
08/03/2023
Date

EXHIBIT A23

FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(SEE END OF DOCUMENT)

EXHIBIT B23

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

(SEE END OF DOCUMENT)

EXHIBIT A24

FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT B24

APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

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

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

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

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

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:

Sandra Valenciano

23F79E02DBBC475...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

District Health Director

APPLICANT ORGANIZATION:

DeKalb County Board of Health

DATE: 08/03/2023

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.

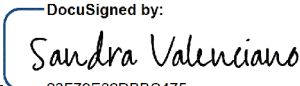
SIGNATURE OF CERTIFYING OFFICIAL	TITLE
 <small>23F79E02DBBC475...</small>	District Health Director
APPLICANT ORGANIZATION	DATE SUBMITTED
DeKalb County Board of Health	08/03/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

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

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

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

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

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

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

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

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

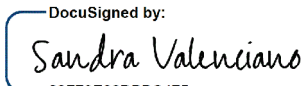
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  <small>DocuSigned by: 23F79E02DBBC475...</small>	TITLE District Health Director
APPLICANT ORGANIZATION DeKalb County Board of Health	DATE SUBMITTED 08/03/2023

EXHIBIT G**Compliance with Legislative Mandates**

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

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

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

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

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

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

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

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

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

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

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

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

(11) **Restriction on Funding ACORN**

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

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

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

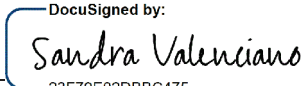
Signature of Authorized Certifying Official	Title
 <small>23F79E02DBBC475...</small>	District Health Director
Organization	Date
DeKalb County Board of Health	08/03/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

FY2023 EHE WORK PLAN

WORK PLAN – DeKalb County Board of Health					
Priority Category	MNT EtHE - Extended Hours	Total funding requested in this category:		\$36,357.00	
Service Targets	Target number of unduplicated clients	100	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		300
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
EHE 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 improve client referral to Medical Nutrition Therapy		ongoing	Program Coordinator, clinical team, nutritionist	The number of referrals made and kept	
2 Increase visibility of the MNT services		ongoing	Program Coordinator, office manager, Nutritionist, Patient Navigator	Number of MNT flyers posted and distributed	
3 Review MNT service utilization and adjust accordingly		ongoing	Program Coordinator, nutritionist	Improvements made to client utilization of MNT services	
4 Assess clients need for nutritional supplements and provide accordingly		ongoing	Nutritionist	Amounts of nutritional supplements distributed	
5. By February 2024, provide Medical Nutrition Therapy for at least 100 unduplicated clients		February 2024	Program Coordinator, Clinic team, Nutritionist	The number of clients receiving medical nutrition therapy	

WORK PLAN – DeKalb County Board of Health					
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Atlanta EMA

FY2023 EHE WORK PLAN

Priority Category	MH Ethel - Extended Hours	Total funding requested in this category:		\$36,370
Service Targets	Target number of unduplicated clients	50	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>	50
Care Continuum Impact	Retention	Viral Suppression	Engagement	Prescription of ART
				Choose an item.
Does this goal focus on persons in care, but not virally suppressed?				Yes
EHE 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 Maintain extended hours Mental Health Services		ongoing	Program Coordinator, SS supervisor, SSP provider	Number of days (hours) of nontraditional hours appointments available
2 Provide nontraditional hour services for newly diagnosed persons		ongoing	SS provider	Number of new clients utilizing the service
3 provide nontraditional hours services for existing clients		ongoing	SS provider	Number of existing clients utilizing the service
4 provide new clients orientation (NCO) during nontraditional hours		ongoing	SS provider	Number of NCO provided
5. by February 2024, at least 50 unduplicated clients will have received Mental Health Services during extended hours		February 2024	Program Coordinator, SS provider	Number of clients receiving extended hour mental health services

WORK PLAN – DeKalb County Board of Health

Priority Category	LING EtHE - Extended Hours	Total funding requested in this category:		\$9,240.00
Service Targets	Target number of unduplicated clients	50	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>	50

Atlanta EMA

FY2023 EHE WORK PLAN

Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 1.1. Utilize a targeted marketing campaign to increase awareness of HIV core medical and support services in the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Utilize Language Line Services for LEP clients during extended hours		Ongoing	Program staff	The number of LEP clients served	
2. By February 2024, provide linguistic services for at least 50 unduplicated clients during extended hours		February 2024	Program staff	The number of LEP clients served	

WORK PLAN – DeKalb County Board of Health					
Priority Category	TRANSP EtHE - Extended Hours		Total funding requested in this category:		\$5,544.00
Service Targets	Target number of unduplicated clients	100	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		100 Rideshare services
Care Continuum Impact	Linkage	Retention	Engagement	Viral Suppression	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 3.2 Integrate data systems to improve care coordination throught the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1 Contract with Ride Share Company		ongoing	Program Coordinator, Administration	Contract in place	

FY2023 EHE WORK PLAN

2 Purchase MARTA Cards	ongoing	Office manager, prog. Coordinator, Admin.	Number of cards distributed to clients
3. By February 2024, provide transportation services for 100 unduplicated clients	February 2024	Prog. Coordinator, staff	Number of clients receiving medical transportation services.

EXHIBIT B23: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary																	
Category	Linguistic Services	Medical Nutrition Therapy	Medical Transportation	Mental Health	Total	Contingency	Award Amount										
Personnel	\$0.00	\$30,232.00	\$0.00	\$32,000.00	\$62,232.00												
Fringe	\$0.00	\$437.00	\$0.00	\$464.00	\$901.00												
Client Travel	\$0.00	\$0.00	\$5,040.00	\$0.00	\$5,040.00												
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Contractual	\$840.00	\$3,288.00	\$504.00	\$3,306.00	\$7,938.00												
Supplies	\$0.00	\$2,400.00	\$0.00	\$600.00	\$3,000.00												
Other	\$8,400.00	\$0.00	\$0.00	\$0.00	\$8,400.00												
Total	\$9,240.00	\$36,357.00	\$5,544.00	\$36,370.00	\$87,511.00	\$40,000.00	\$127,511.00										
Administrative	\$840.00	\$3,288.00	\$504.00	\$3,906.00	\$8,538.00	\$0.00	\$0.00										

Personnel Part Time																	
Rate #1								Rate #2									
Position #	Priority Category	Position Title	Employee Name	Hourly Rate	Hours Per Mo	FTE	Number of Mo	Subtotal	Hourly Rate	Hours Per Mo	FTE	Number of Mo	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate
1	Medical Nutrition Therapy	Nutritionist	Lehmann, Jean	\$35.00	71.98	1.00	12.00	\$30,231.60	\$0.00	0.00	0.00	0.00	\$0.00	\$30,231.60	100.00%	\$30,232.00	1.45%
2	Mental Health Services	Social Service Provider	Moore, Santevia	\$30.00	88.89	1.00	12.00	\$32,000.40	\$0.00	0.00	0.00	0.00	\$0.00	\$32,000.40	100.00%	\$32,000.00	1.45%

Medical Transportation																	
Priority Category	Line Item	Sub-Line Item	Cost Per One-Way Trip	Trips Per Month	Number of Mo	Number of Cln	Line Item Total	Goal	Justification								
Medical Transportation	Provide Rapid MARTA tran	Rapid Transit	\$3.50	2.00	12.00	60.00	\$5,040.00	Increase access	Provide Rapid MARTA transportation and Rideshare to clients.								

Contractual																	
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Mo	Cost Per Unit	Number of Unit	Cost Subtotal	Percentage Ch	Line Item Total	Admin Percent	Admin Total	Goal	Justification			
Linguistic Services	Contractual	Indirect Cost	Cost Per Month	\$70.00	12.00	\$0.00	0.00	\$840.00	100.00%	\$840.00	100.00%	\$840.00	Indirect Costs	10%	cap		
Medical Nutrition Therapy	Contractual	Indirect Cost	Cost Per Month	\$274.00	12.00	\$0.00	0.00	\$3,288.00	100.00%	\$3,288.00	100.00%	\$3,288.00	Indirect Costs	10%	cap		
Medical Transportation	Contractual	Indirect Cost	Cost Per Month	\$42.00	12.00	\$0.00	0.00	\$504.00	100.00%	\$504.00	100.00%	\$504.00	Indirect Costs	10%	cap		
Mental Health Services	Contractual	Indirect Cost	Cost Per Month	\$275.53	12.00	\$0.00	0.00	\$3,306.36	100.00%	\$3,306.00	100.00%	\$3,306.00	Indirect Costs	10%	cap		

Supplies																	
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Mo	Cost Per Unit	Number of Unit	Cost Subtotal	Percentage Ch	Line Item Total	Admin Percent	Admin Total	Goal	Justification			
Medical Nutrition Therapy	Supplies	Non-ADAP Formulary Med	Cost Per Month	\$200.00	12.00	\$0.00	0.00	\$2,400.00	100.00%	\$2,400.00	0.00%	\$0.00	Improve health	Provide vitamins and other nutritional supplements to clients.			
Mental Health Services	Supplies	Office Supplies	Cost Per Month	\$50.00	12.00	\$0.00	0.00	\$600.00	100.00%	\$600.00	100.00%	\$600.00	Improve health	Provide office supplies in support of Mental Health Services			

Other																	
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Mo	Cost Per Unit	Number of Unit	Cost Subtotal	Percentage Ch	Line Item Total	Admin Percent	Admin Total	Goal	Justification			
Linguistic Services	Other	Interpretation and Sign La	Cost Per Month	\$700.00	12.00	\$0.00	0.00	\$8,400.00	100.00%	\$8,400.00	0.00%	\$0.00	Reduce barrier	provide language line services for at least 41 unduplicated clients			



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

Phase III: FY21-FY24

THIS AGREEMENT, entered into this 1st day of October 2021 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 Grady Hospital dba Grady Health System (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), #20-0669 (10/7/2020), #21-0197 (3/17/2021), #21-0321 (5/5/2021), #21-0800 (10/20/2021), and #23-0009 (1/4/2023).

WHEREAS, the County and the subrecipient have an existing agreement signed by the subrecipient's President and CEO on 9/9/2021 for EtHE Phase I and Phase II which provides \$44,774 in FY20 funding, \$569,774 in FY21 funding, \$569,774 in FY22 funding, \$569,774 in FY23 funding, and \$569,774 in FY24 funding; and,

WHEREAS, the County, has recommended additional EHE funding to Grady Hospital dba Grady Health System under EtHE Phase III to facilitate the approved program for a total not to exceed \$56, 616.00 in FY21, \$176,853.00 in FY22, \$177,877.00 in FY23, and \$178,930.00 in FY24 subject to federal funding availability and disbursement.

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

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- EXHIBIT 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
- EXHIBIT I: Approved Schedule of Non-Traditional Hours of Operation

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

- Fulton County Ryan White Part A Program, “*Program Manual of Policies and Procedures*” which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 21RFPRW0708B-EC Ending the HIV Epidemic Phase III
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

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

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT 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 Grady Hospital dba Grady Health System to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that **John Hauptert, President and CEO** is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that Grady Hospital dba Grady Health System is an

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

Paragraph 3.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

ARTICLE 4. SCOPE OF DUTIES

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPRW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget*.

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

ARTICLE 5. MODIFICATIONS

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

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective on October 1, 2021 for a four year term ending on February 28, 2025.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on October 1, 2021, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of additional EtHE funds, in an amount not to exceed **\$56,616.00 in FY21, \$176,853.00 in FY22, \$177,877.00 in FY23, and \$178,930.00 in FY24**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$100,000.00. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. The budget attached to Contract in EXHIBIT B 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 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

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

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

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

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

Paragraph 8.3. Intentionally left blank.

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

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

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

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

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

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

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

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

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

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

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

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

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

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

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

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

Paragraph 8.16. Intentionally left blank.

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The

Fiscal Designee may not also serve as the Programmatic Designee in Paragraph 8.2.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee in Paragraph 8.1.

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

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

Paragraph 8.21. Intentionally left blank.

Paragraph 8.22. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.1-8.4 into e2Fulton by April 1 of the fiscal year. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.23. Intentionally left blank.

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

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

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

the DHE form and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

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

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

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

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

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

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

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

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

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

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with four exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in *FPPN-009: Advance Payment to Subrecipients*. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date;
3. In addition to the February reimbursement submission, a final reimbursement submission may be entered no later than 45 days after the last day of February. Failure to submit the final invoice no later than 45 days after each budget period ends or is terminated may result in forfeiture of the claim. If the Subrecipient fails to do so, all rights to payment may be forfeited and the County may not honor requests submitted after the aforesaid time period.
4. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

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

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

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

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

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

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

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

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a))."

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable

to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Part A funds until such documentation has been satisfactorily submitted.

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

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

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County

shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

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

Paragraph 10.1. Subrecipient agrees that EtHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2021 and ending February 28, 2025.

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

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

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

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

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

awareness activities about HIV services that target the general public.

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

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

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

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

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

Paragraph 10.13. Subrecipient agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees than no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

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

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

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

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything

other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the 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)**

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

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

ARTICLE 11. PERSONNEL

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

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without

the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

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

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

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

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

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

ARTICLE 13. DISPUTES

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

ARTICLE 14. GRIEVANCE PROCEDURES

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

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

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

ARTICLE 15. TERMINATION

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

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

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

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT 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 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

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

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

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

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and

assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

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

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

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

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

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

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

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

period preceding the fiscal year covered by this contract.

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

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

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

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

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

ARTICLE 21. ACCURACY OF WORK

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

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

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

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

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

ARTICLE 23. INDEMNIFICATION

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

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's

Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the fisting of any insurance coverage.

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

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

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and

copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

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

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure

is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

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

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

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. PUBLICITY

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the

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

ARTICLE 28. INTANGIBLE PROPERTY

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

ARTICLE 29. TANGIBLE PROPERTY

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the *"Program Manual of Policies and Procedures"* and *FPPN-003: Property Standards*) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;
- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

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

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the

event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

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

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

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

Paragraph 32.1. Interest of Public Officials:

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

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

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

ARTICLE 35. AUDITS AND INSPECTORS

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

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

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

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

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

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

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

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

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

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

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

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable

documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

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

Paragraph 36.4. Intentionally left blank.

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

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

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

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

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

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

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health

services to individuals who may or may not receive Primary Care at that site.

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

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

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

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

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

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

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

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

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

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

Allocation Plan or Certificate of Indirect Costs.

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

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

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

ARTICLE 37. ACCOUNTING SYSTEM

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

ARTICLE 38. VERBAL AGREEMENT

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

ARTICLE 39. NOTICES

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

Notices to County shall be addressed as follows:

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

Notices to Subrecipient shall be addressed as follows:

Name: Eric Paul Leue
Title: Executive Director, Ponce De Leon Center

Jeff.cheek@fultoncountyga.gov

With a copy to:

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

Agency: Grady Health System
Address: 341 Ponce De Leon Ave NE
City: Atlanta State: Georgia
Zip Code: 30308

ARTICLE 40. JURISDICTION

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

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

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE 42. FORCE MAJEURE

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. TAXES

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

ARTICLE 44. PERMITS, LICENSES AND BONDS

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

ARTICLE 45. NON-APPROPRIATION

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

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

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure "that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee's disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency

- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. ANTI-KICKBACK

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

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

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

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

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE 50. TITLE VI COMPLIANCE

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

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. **Information and Reports**
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a

Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
 - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
 - Consent forms.

ARTICLE 51. NATIONAL MONITORING STANDARDS

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

**ARTICLE 52. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS**

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

SIGNATURES FOLLOW

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

By: DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...
Robert L. Pitts, Chairman
Board of Commissioners

07/31/2023
Date

Attest:

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 2023-0009 Date: 1/4/2023 Regular Meeting

APPROVED AS TO FORM:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Jeff Cheek
340753F150D0432...
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

Grady Memorial Hospital Corporation

Agency Name

By: John M. Hauptert
Typed Name
President & CEO
Title

John Hauptert
Signature
12.1.2022
Date

EXHIBIT A

Work Plan Goals and Objectives Tied to Approved Budget

(SEE END OF DOCUMENT)

EXHIBIT B

Approved Budget and Budget Justification

(SEE END OF DOCUMENT)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

Family Size	100%	200%	300%	400%
1	\$12,880	\$25,760	\$38,640	\$51,520
2	\$17,420	\$34,840	\$52,260	\$69,680
3	\$21,960	\$43,920	\$65,880	\$87,840
4	\$26,500	\$53,000	\$79,500	\$106,000
5	\$31,040	\$62,080	\$93,120	\$124,160
6	\$35,580	\$71,160	\$106,740	\$142,320
7	\$40,120	\$80,240	\$120,360	\$160,480
8	\$44,660	\$89,320	\$133,980	\$178,640

For families/households with more than 8 persons, add \$4,540 for each additional person

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below the Official Poverty Level	No Charges Permitted
101 to 200 Percent of the Official Poverty Level	5% or less of Gross Income
201 to 300 Percent of the Official Poverty Level	7% or less of Gross Income
More than 300 Percent of the Official Poverty Level	10% or less of Gross Income

² The 2021 poverty guidelines are in effect as of January 13, 2021 [Federal Register Notice, February 1, 2021 - Full text.](#)

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:



TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

President & CEO

APPLICANT ORGANIZATION:

Grady Memorial Hospital Corporation

DATE: 12.1.2022

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 CERTIFYING OFFICIAL	TITLE
	President & CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Grady Memorial Hospital Corporation	12.1.2022

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE President & CEO
APPLICANT ORGANIZATION Grady Memorial Hospital Corporation	DATE SUBMITTED 12.1.2022

EXHIBIT G**Compliance with Legislative Mandates**

As the duly authorized representative of Contractor/Subrecipient, I certify that the Contractor/Subrecipient:

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(4) **Acknowledgment of Federal Funding (Section 505)**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

- A. the percentage of the total costs of the program or project which will be financed with Federal money;
- B. the dollar amount of Federal funds for the project or program; and
- C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) **Restriction on Abortions and Exceptions to Restriction on Abortions**

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

(7) **Ban on Funding Human Embryo Research**

Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) **Restriction on Distribution of Sterile Needles**

Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barak Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) **Restriction of Pornography on Computer Networks**

Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) **Restriction on Funding ACORN**

Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

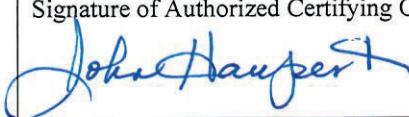
Signature of Authorized Certifying Official 	Title President & CEO
Organization Grady Memorial Hospital Corporation	Date 12.1.2022

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

FY21 October 1, 2021 – Feb 28, 2022

WORK PLAN – Grady Health System - IDP					
Priority Category	AMC- EtHE Initiatives	Total funding requested in this category	\$ 26,296	Number of clients to be seen:	30
Care Continuum Impact	Engagement	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.1. Utilize a targeted marketing campaign to increase awareness of HIV core medical and support services in the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1) Hire and Arts Coordinator		Jan. & Feb. 2022	L. Roland & V. Motley (CWB)	▪ Arts Coordinator hired	
2) Develop Recruitment process		Jan. & Feb. 2022	TBD Arts Coordinator	▪ Written process for participant recruitment completed	
3) Recruit Artists		Feb. 2022 (cycle 1)	TBD Arts Coordinator	▪ Artists identified and hired	
4) Recruit workshop participants		Feb. 2022 (cycle 1)	TBD Arts Coordinator	▪ Participants identified and provided orientation to program	
5) Identify Peer Co-Facilitator		Feb. 2022 (cycle 1)	TBD Arts Coordinator	▪ Peer Co-facilitator identified and provided orientation to role	
6) Develop workshop schedule/lesson plans		Feb. 2022 (cycle 1)	TBD Arts Coordinator, Peer & Artists	▪ Written lesson plans completed	

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

WORK PLAN – Grady IDP – Oral Health Center					
Priority Category	OH EtHE- Capacity Building	Total funding requested in this category	\$ 25,008	Number of clients to be seen:	150
Care Continuum Impact	Engagement	Retention	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 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1) Purchase denture supplies for patients		Feb 15 th , 2022	David Reznik, DDS; Chief Dental Medicine GHS/Director of OHC	<ul style="list-style-type: none"> ▪ Invoice for supplies 	

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

WORK PLAN – Grady Health System - IDP					
Priority Category	EBI- Retention in HIV Care	Total funding requested in this category	\$ 5,313	Number of clients to be seen:	30-50
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 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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) Establish protocol for incentives		December 2021	Program Manager (TBD) Eugene Farber, Behavioral Health Services Director		▪ Completion of Incentive protocol
2) Purchase incentives		January 2022	Melissa Beaupierre, Policy & Contract Manager		▪ Number of cards purchased

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

FY22 Mar 1, 2022 – Feb 28, 2023

WORK PLAN – Grady Health System - IDP					
Priority Category	AMC- EtHE Initiatives	Total funding requested in this category	\$ 64,103	Number of clients to be seen:	30
Care Continuum Impact	Engagement	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.1. Utilize a targeted marketing campaign to increase awareness of HIV core medical and support services in the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1) Recruit Artists		Mar. 2022 (cycle 1) Sept. 2022 (cycle 2)	TBD Arts Coordinator	▪ Artists identified and hired	
2) Recruit workshop participants		Mar. 2022 (cycle 1) Sept. 2022 (cycle 2)	TBD Arts Coordinator	▪ Participants identified and provided orientation to program	
3) Identify Peer Co-Facilitator		Mar. 2022 (cycle 1) Sept. 2022 (cycle 2)	TBD Arts Coordinator	▪ Peer Co-facilitator identified and provided orientation to role	
4) Develop workshop schedule/lesson plans		Mar. 2022 (cycle 1) Sept. 2022 (cycle 2)	TBD Arts Coordinator, Peer & Artists	▪ Written lesson plans completed	
5) Implement workshops (8 week cycles x 2)		Apr. - May 2022 (cycle 1) Oct.-Nov. 2022(cycle 2)	TBD Arts Coordinator, Peer & Artists	▪ 8 weekly workshops completed	
6) Dissemination of participant story projects		Jun.-Jul. 2022 (cycle 1) Dec. 2022 – Jan. 2023 (cycle 2)	TBD Arts Coordinator, Peer & Artists	▪ Dissemination of participant story projects conducted with community (internal and external partners)	
7) Community engagement gatherings/performance/shows		Jul. Aug. 2022 (cycle 1) Jan. - Feb. 2023 (cycle 2)	TBD Arts Coordinator, Peer & Artists	▪ Larger scale community events conducted	

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

WORK PLAN – Grady Health System - IDP					
Priority Category	EBI- Retention in HIV Care	Total funding requested in this category	\$ 12,750	Number of clients to be seen:	70-100
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 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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) Review protocol for incentives for any needed updates		March 2022	Program Manager (TBD) Eugene Farber, Behavioral Health Services Director		▪ Completion of Incentive protocol
2) Purchase incentives		April/May 2022	Melissa Beaupierre, Policy & Contract Manager		▪ Number of cards purchased
3) Distribute incentives according to protocol		On-going	Program Manager (TBD)		▪ Tracking logs of distribution of cards

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

FY 23 March 1 2023 – Feb 28, 2024

WORK PLAN – Grady Health System - IDP					
Priority Category	AMC- EtHE Initiatives	Total funding requested in this category	\$ 65,127	Number of clients to be seen:	30
Care Continuum Impact	Engagement	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.1. Utilize a targeted marketing campaign to increase awareness of HIV core medical and support services in the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1) Recruit Artists		Mar. 2023 (cycle 3) Sept. 2023 (cycle 4)	TBD Arts Coordinator	▪ Artists identified and hired	
2) Recruit workshop participants		Mar. 2023 (cycle 3) Sept. 2023 (cycle 4)	TBD Arts Coordinator	▪ Participants identified and provided orientation to program	
3) Identify Peer Co-Facilitator		Mar. 2023 (cycle 3) Sept. 2023 (cycle 4)	TBD Arts Coordinator	▪ Peer Co-facilitator identified and provided orientation to role	
4) Develop workshop schedule/lesson plans		Mar. 2023 (cycle 3) Sept. 2023 (cycle 4)	TBD Arts Coordinator, Peer & Artists	▪ Written lesson plans completed	
5) Implement workshops (8 week cycles x 2)		Apr. - May 2023 (cycle 3) Oct.-Nov. 2023(cycle 4)	TBD Arts Coordinator, Peer & Artists	▪ 8 weekly workshops completed	
6) Dissemination of participant story projects		Jun.-Jul. 2023 (cycle 3) Dec. 2023 – Jan. 2024 (cycle 4)	TBD Arts Coordinator, Peer & Artists	▪ Dissemination of participant story projects conducted with community (internal and external partners)	
7) Community engagement gatherings/performance/shows		Jul. Aug. 2023 (cycle 3) Jan. - Feb. 2024 (cycle 4)	TBD Arts Coordinator, Peer & Artists	▪ Larger scale community events conducted	

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

WORK PLAN – Grady Health System - IDP					
Priority Category	EBI- Retention in HIV Care	Total funding requested in this category	\$ 12,750	Number of clients to be seen:	100-150
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 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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) Review protocol for incentives for any needed updates		March 2023	Program Manager (TBD) Eugene Farber, Behavioral Health Services Director		▪ Completion of Incentive protocol
2) Purchase incentives		April/May 2023	Melissa Beaupierre, Policy & Contract Manager		▪ Number of cards purchased
3) Distribute incentives according to protocol		On-going	Program Manager (TBD)		▪ Tracking logs of distribution of cards

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

FY24 March 1, 2024 – Feb 28, 2025

WORK PLAN – Grady Health System - IDP					
Priority Category	AMC- EtHE Initiatives	Total funding requested in this category	\$ 66,180	Number of clients to be seen:	30
Care Continuum Impact	Engagement	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EtHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.1. Utilize a targeted marketing campaign to increase awareness of HIV core medical and support services in the jurisdiction.				
Key Action Steps		Timeline	Person(s) Responsible	Progress Measure(s)	
1) Recruit Artists		Mar. 2024 (cycle 5) Sept. 2024 (cycle 6)	TBD Arts Coordinator	▪ Artists identified and hired	
2) Recruit workshop participants		Mar. 2024 (cycle 5) Sept. 2024 (cycle 6)	TBD Arts Coordinator	▪ Participants identified and provided orientation to program	
3) Identify Peer Co-Facilitator		Mar. 2024 (cycle 5) Sept. 2024 (cycle 6)	TBD Arts Coordinator	▪ Peer Co-facilitator identified and provided orientation to role	
4) Develop workshop schedule/lesson plans		Mar. 2024 (cycle 5) Sept. 2024 (cycle 6)	TBD Arts Coordinator, Peer & Artists	▪ Written lesson plans completed	
5) Implement workshops (8 week cycles x 2)		Apr. - May 2024 (cycle 5) Oct.-Nov. 2024 (cycle 6)	TBD Arts Coordinator, Peer & Artists	▪ 8 weekly workshops completed	
6) Dissemination of participant story projects		Jun.-Jul. 2024 (cycle 5) Dec. 2024 – Jan. 2025 (cycle 6)	TBD Arts Coordinator, Peer & Artists	▪ Dissemination of participant story projects conducted with community (internal and external partners)	
7) Community engagement gatherings/performance/shows		Jul. Aug. 2024 (cycle 5) Jan. - Feb. 2025 (cycle 6)	TBD Arts Coordinator, Peer & Artists	▪ Larger scale community events conducted	

EXHIBIT A: EHE RFP III WORK PLAN GOALS AND OBJECTIVES

WORK PLAN – Grady Health System - IDP					
Priority Category	EBI- Retention in HIV Care	Total funding requested in this category	\$ 12,750	Number of clients to be seen:	150
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 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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) Review protocol for incentives for any needed updates		March 2024	Program Manager (TBD) Eugene Farber, Behavioral Health Services Director		▪ Completion of Incentive protocol
2) Purchase incentives		April/May 2024	Melissa Beaupierre, Policy & Contract Manager		▪ Number of cards purchased
3) Distribute incentives according to protocol		On-going	Program Manager (TBD)		▪ Tracking logs of distribution of cards

EXHIBIT B: FY2022 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary																					
Category	EHE Initiative Services	Medical Case Management	Mental Health Services	Oral Health Care	Outpatient/Ar	Outreach Services	Referral for H	Substance Abuse	Total	Contingency	Award Amount										
Personnel	\$38,161.00	\$48,893.00	\$36,360.00	\$42,669.00	\$165,092.00	\$44,950.00	\$2,547.00	\$30,584.00	\$409,256.00												
Fringe	\$7,793.00	\$9,984.00	\$9,111.00	\$4,795.00	\$33,710.00	\$9,179.00	\$520.00	\$7,396.00	\$82,488.00												
Client Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Supplies	\$44,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,250.00												
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
Total	\$90,204.00	\$58,877.00	\$45,471.00	\$47,464.00	\$198,802.00	\$54,129.00	\$3,067.00	\$37,980.00	\$535,994.00	\$100,000.00	\$635,994.00										
Administrative	\$0.00	\$0.00	\$0.00	\$0.00	\$6,047.00	\$0.00	\$0.00	\$0.00	\$6,047.00	\$0.00	\$0.00										

Personnel Full Time		Rate #1				Rate #2															
Position #	Priority Category	Position Title	Employee Name	Total Monthly	FTE	Number of Mo	Subtotal	Total Monthly	FTE	Number of Mo	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Admin Percent	Admin Total	Goal	Justification
54	EHE Initiative Services	Infection Control RN	Zelda Tolbert	\$8,196.58	1.00	12.00	\$98,358.96	\$0.00	0.00	0.00	\$0.00	\$98,358.96	10.00%	\$9,836.00	20.4200%	\$2,009.00	\$11,845.00	0.00%	\$0.00	/	/
164	EHE Initiative Services	Arts Project Coordinator	TBD	\$4,720.83	1.00	12.00	\$56,649.96	\$0.00	0.00	0.00	\$0.00	\$56,649.96	50.00%	\$28,325.00	20.4200%	\$5,784.00	\$34,109.00	0.00%	\$0.00	/	/
101	Medical Case Management	Care Resource Coordinator	Stacy Bolling	\$4,880.42	1.00	12.00	\$58,565.04	\$0.00	0.00	0.00	\$0.00	\$58,565.04	10.00%	\$5,857.00	20.4200%	\$1,196.00	\$7,053.00	0.00%	\$0.00	/	/
104	Medical Case Management	Care Resource Coordinator	Devika Howard	\$4,798.67	1.00	12.00	\$57,584.04	\$0.00	0.00	0.00	\$0.00	\$57,584.04	10.00%	\$5,758.00	20.4200%	\$1,176.00	\$6,934.00	0.00%	\$0.00	/	/
124	Medical Case Management	Medical Social Worker	Julie Terry	\$5,177.50	1.00	12.00	\$62,130.00	\$0.00	0.00	0.00	\$0.00	\$62,130.00	60.00%	\$37,278.00	20.4200%	\$7,612.00	\$44,890.00	0.00%	\$0.00	/	/
91	Mental Health Services	Dual Diagnosis Clinician	Kimberly White	\$5,480.08	1.00	12.00	\$65,760.96	\$0.00	0.00	0.00	\$0.00	\$65,760.96	10.00%	\$6,576.00	20.4200%	\$1,343.00	\$7,919.00	0.00%	\$0.00	-	-
93	Mental Health Services	Mental Health Clinician	Veronica Motley	\$4,812.92	1.00	12.00	\$57,755.04	\$0.00	0.00	0.00	\$0.00	\$57,755.04	10.00%	\$5,776.00	29.7000%	\$1,715.00	\$7,491.00	0.00%	\$0.00	/	/
97	Mental Health Services	Psychologist	Rachel Ammirati	\$10,324.00	1.00	12.00	\$123,888.00	\$0.00	0.00	0.00	\$0.00	\$123,888.00	10.00%	\$12,389.00	29.7000%	\$3,680.00	\$16,069.00	0.00%	\$0.00	/	/
98	Mental Health Services	Dual Diagnosis Clinician	Messeret Yoahnes	\$9,682.58	1.00	12.00	\$116,190.96	\$0.00	0.00	0.00	\$0.00	\$116,190.96	10.00%	\$11,619.00	20.4200%	\$2,373.00	\$13,992.00	0.00%	\$0.00	/	/
83	Oral Health Care	Dental Assistant	Janai Shipp	\$472.33	1.00	12.00	\$5,667.96	\$0.00	0.00	0.00	\$0.00	\$5,667.96	100.00%	\$5,668.00	20.4200%	\$1,157.00	\$6,825.00	0.00%	\$0.00	/	This position works overtime on EHE extended
84	Oral Health Care	Dental Assistant	Beneta Caples	\$508.33	1.00	12.00	\$6,099.96	\$0.00	0.00	0.00	\$0.00	\$6,099.96	100.00%	\$6,100.00	20.4200%	\$1,246.00	\$7,346.00	0.00%	\$0.00	/	This position works overtime on EHE extended
88	Oral Health Care	Hygienist	Zaclyn Gibson	\$976.08	1.00	12.00	\$11,712.96	\$0.00	0.00	0.00	\$0.00	\$11,712.96	100.00%	\$11,713.00	20.4200%	\$2,392.00	\$14,105.00	0.00%	\$0.00	/	This position works overtime on EHE extended
25	Outpatient/Ambulatory	HAPP	Melanie Strahm	\$10,683.42	1.00	12.00	\$128,201.04	\$0.00	0.00	0.00	\$0.00	\$128,201.04	20.00%	\$25,640.00	20.4200%	\$5,236.00	\$30,876.00	0.00%	\$0.00	/	/
28	Outpatient/Ambulatory	HAPP	Rhonda Cartagena	\$9,872.92	1.00	12.00	\$118,475.04	\$0.00	0.00	0.00	\$0.00	\$118,475.04	10.00%	\$11,848.00	20.4200%	\$2,419.00	\$14,267.00	0.00%	\$0.00	/	/
30	Outpatient/Ambulatory	HAPP	LaTeshia Thomas-Seaton	\$9,146.25	1.00	12.00	\$109,755.00	\$0.00	0.00	0.00	\$0.00	\$109,755.00	10.00%	\$10,976.00	20.4200%	\$2,241.00	\$13,217.00	0.00%	\$0.00	/	/
32	Outpatient/Ambulatory	HAPP	Charles Edge	\$9,819.33	1.00	12.00	\$117,831.96	\$0.00	0.00	0.00	\$0.00	\$117,831.96	10.00%	\$11,783.00	20.4200%	\$2,406.00	\$14,189.00	0.00%	\$0.00	/	/
43	Outpatient/Ambulatory	H Registration Clerk	Shanta Taylor	\$3,330.83	1.00	12.00	\$39,969.96	\$0.00	0.00	0.00	\$0.00	\$39,969.96	5.00%	\$1,998.00	20.4200%	\$408.00	\$2,406.00	0.00%	\$0.00	/	/
77	Outpatient/Ambulatory	H CMA	Loretter Crittendon	\$3,595.42	1.00	12.00	\$43,145.04	\$0.00	0.00	0.00	\$0.00	\$43,145.04	5.00%	\$2,157.00	20.4200%	\$440.00	\$2,597.00	0.00%	\$0.00	/	/
123	Outpatient/Ambulatory	H EMT (MIH Driver)	Toni Butler	\$2,242.50	1.00	12.00	\$26,910.00	\$0.00	0.00	0.00	\$0.00	\$26,910.00	100.00%	\$26,910.00	20.4200%	\$5,495.00	\$32,405.00	0.00%	\$0.00	/	/
125	Outpatient/Ambulatory	H Program Coordinator	Joseph Collie	\$5,579.17	1.00	12.00	\$66,950.04	\$0.00	0.00	0.00	\$0.00	\$66,950.04	75.00%	\$50,213.00	20.4200%	\$10,253.00	\$60,466.00	10.00%	\$6,047.00	/	/
128	Outpatient/Ambulatory	HAPP	Jeri Sumitani	\$11,931.42	1.00	12.00	\$143,177.04	\$0.00	0.00	0.00	\$0.00	\$143,177.04	10.00%	\$14,318.00	20.4200%	\$2,924.00	\$17,242.00	0.00%	\$0.00	/	/
135	Outpatient/Ambulatory	H CMA	Tonja Turner	\$3,397.92	1.00	12.00	\$40,775.04	\$0.00	0.00	0.00	\$0.00	\$40,775.04	5.00%	\$2,039.00	20.4200%	\$416.00	\$2,455.00	0.00%	\$0.00	/	/
136	Outpatient/Ambulatory	H Advanced Practice Provider	TBD	\$12,016.75	1.00	12.00	\$144,201.00	\$0.00	0.00	0.00	\$0.00	\$144,201.00	5.00%	\$7,210.00	20.4200%	\$1,472.00	\$8,682.00	0.00%	\$0.00	/	/
165	Outreach Services	Patient Navigator	Navigator Pool	\$3,745.83	1.00	12.00	\$44,949.96	\$0.00	0.00	0.00	\$0.00	\$44,949.96	100.00%	\$44,950.00	20.4200%	\$9,179.00	\$54,129.00	0.00%	\$0.00	/	/
110	Referral for Health Care	Eligibility Specialist	Dwishaunda Odum	\$4,244.25	1.00	12.00	\$50,931.00	\$0.00	0.00	0.00	\$0.00	\$50,931.00	5.00%	\$2,547.00	20.4200%	\$520.00	\$3,067.00	0.00%	\$0.00	/	/
91	Substance Abuse - Outpat	Dual Diagnosis Clinician	Kimberly White	\$5,480.08	1.00	12.00	\$65,760.96	\$0.00	0.00	0.00	\$0.00	\$65,760.96	10.00%	\$6,576.00	20.4200%	\$1,343.00	\$7,919.00	0.00%	\$0.00	/	/
97	Substance Abuse - Outpat	Psychologist	Rachel Ammirati	\$10,324.00	1.00	12.00	\$123,888.00	\$0.00	0.00	0.00	\$0.00	\$123,888.00	10.00%	\$12,389.00	29.7000%	\$3,680.00	\$16,069.00	0.00%	\$0.00	/	/
98	Substance Abuse - Outpat	Dual Diagnosis Clinician	Messeret Yoahnes	\$9,682.58	1.00	12.00	\$116,190.96	\$0.00	0.00	0.00	\$0.00	\$116,190.96	10.00%	\$11,619.00	20.4200%	\$2,373.00	\$13,992.00	0.00%	\$0.00	/	/

Personnel Part Time		Rate #1				Rate #2																	
Position #	Priority Category	Position Title	Employee Name	Hourly Rate	Hours Per Mo	FTE	Number of Mo	Subtotal	Hourly Rate	Hours Per Mo	FTE	Number of Mo	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Admin Percent	Admin Total	Goal	Justification
133	Oral Health Care	Dentist	Dr Wilson	\$92.43	173.00	0.10	12.00	\$19,188.47	\$0.00	0.00	0.00	0.00	\$0.00	\$19,188.47	100.00%	\$19,188.00	0.00%	\$0.00	\$19,188.00	0.00%	\$0.00	/	/

Supplies														
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Mo	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification
EHE Initiative Services	Supplies	PPE and other	Cost Per Month	\$125.00	12.00	\$0.00	0.00	\$1,500.00	100.00%	\$1,500.00	0.00%	\$0.00	/	/
EHE Initiative Services	Supplies	PT Incentives	Cost Per Month	\$1,062.50	12.00	\$0.00	0.00	\$12,750.00	100.00%	\$12,750.00	0.00%	\$0.00	/	/
EHE Initiative Services	Supplies	Peer co-facilitator Stipend	Cost Per Month	\$250.00	12.00	\$0.00	0.00	\$3,000.00	100.00%	\$3,000.00	0.00%	\$0.00	/	/
EHE Initiative Services	Supplies	Artist Mentors	Cost Per Month	\$1,000.00	12.00	\$0.00	0.00	\$12,000.00	100.00%	\$12,000.00	0.00%	\$0.00	/	/
EHE Initiative Services	Supplies	Art Supplies	Cost Per Month	\$416.66	12.00	\$0.00	0.00	\$4,999.92	100.00%	\$5,000.00	0.00%	\$0.00	/	/
EHE Initiative Services	Supplies	Meeting Expenses	Cost Per Month	\$833.33	12.00	\$0.00	0.00	\$9,999.96	100.00%	\$10,000.00	0.00%	\$0.00	/	/

EXHIBIT B: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary											
Category	EHE Initiative Services	Medical Case Management	Mental Health Services	Oral Health Care	Outpatient/A	Outreach Serv	Referral for H	Substance Abuse	Total	Contingency	Award Amount
Personnel	\$38,002.00	\$50,663.00	\$38,355.00	\$53,414.00	\$233,697.00	\$56,393.00	\$6,376.00	\$32,293.00	\$509,193.00		
Fringe	\$7,030.00	\$9,373.00	\$8,961.00	\$8,169.00	\$43,233.00	\$10,433.00	\$1,180.00	\$7,241.00	\$95,620.00		
Client Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00		
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Supplies	\$33,843.00	\$0.00	\$0.00	\$0.00	\$6,495.00	\$0.00	\$0.00	\$0.00	\$40,338.00		
Other	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00		
Total	\$80,375.00	\$60,036.00	\$47,316.00	\$61,583.00	\$284,425.00	\$66,826.00	\$7,556.00	\$39,534.00	\$647,651.00	\$100,000.00	\$747,651.00
Administrative	\$0.00	\$0.00	\$0.00	\$0.00	\$7,039.00	\$0.00	\$0.00	\$0.00	\$7,039.00	\$0.00	\$0.00

Personnel Full Time										
Position #	Priority Category	Position Title	Employee Name	Rate #1			Rate #2			Justification
				Total Monthly	FTE	Number of Months	Total Monthly	FTE	Number of Months	
139	EHE Initiative Services	Arts Project Coordinator	Morse, G	\$3,518.66	1.00	12.00	\$42,223.92	\$0.00	0.00	/
143	Medical Case Management	Medical Social Worker	Terry, J	\$5,255.16	1.00	12.00	\$63,061.92	\$0.00	0.00	/
102	Mental Health Services	Psychologist	Ammirati, R	\$10,689.33	1.00	12.00	\$128,271.96	\$0.00	0.00	/
103	Mental Health Services	Dual Diagnosis Clinician	Yohannes, M	\$9,971.92	1.00	12.00	\$119,663.04	\$0.00	0.00	/
93	Mental Health Services	Mental Health Clinician	Mottley, V	\$5,051.83	1.00	12.00	\$60,621.96	\$0.00	0.00	/
95	Mental Health Services	Dual Diagnosis Clinician	Vacant - former White, K.	\$6,250.00	1.00	12.00	\$75,000.00	\$0.00	0.00	/
138	Oral Health Care	Dentist	Wilson, D	\$15,439.91	1.00	12.00	\$185,278.92	\$0.00	0.00	/
83	Oral Health Care	Dentist	Coleman, M	\$15,781.25	1.00	12.00	\$189,375.00	\$0.00	0.00	/
84	Oral Health Care	Dentist	Binns, K	\$15,529.66	1.00	12.00	\$186,355.92	\$0.00	0.00	/
140	Outpatient/Ambulatory	Community Health Worker	Vacant - TBD	\$4,583.33	1.00	12.00	\$54,999.96	\$0.00	0.00	/
141	Outpatient/Ambulatory	Community Health Worker	Vacant - TBD	\$4,583.33	1.00	12.00	\$54,999.96	\$0.00	0.00	/
142	Outpatient/Ambulatory	Program Coordinator	Collie, J	\$5,000.00	1.00	12.00	\$60,000.00	\$0.00	0.00	/
28	Outpatient/Ambulatory	Advanced Practice Provider	Thomas-Seaton, L	\$11,613.33	1.00	12.00	\$139,359.96	\$0.00	0.00	/
36	Outpatient/Ambulatory	Registration/Discharge Clerk	Daniel, T	\$3,379.66	1.00	12.00	\$40,555.92	\$0.00	0.00	/
67	Outpatient/Ambulatory	Clinical Manager	Todd-Turner, M	\$10,746.00	1.00	12.00	\$128,952.00	\$0.00	0.00	/
77	Outpatient/Ambulatory	Certified Medical Assistant	Crittendon, L	\$4,046.50	1.00	12.00	\$48,558.00	\$0.00	0.00	/
80	Outpatient/Ambulatory	Advanced Practice Provider	Sato, B	\$11,126.66	1.00	12.00	\$133,519.92	\$0.00	0.00	/
185	Outreach Services	Patient Navigator - LRS	Patient Navigator POOL	\$3,830.16	1.00	12.00	\$45,961.92	\$0.00	0.00	/
49	Outreach Services	Registered Nurse - Infectious Disease	Tolbert, Z	\$8,692.83	1.00	12.00	\$104,313.96	\$0.00	0.00	/
144	Referral for Health Care	Eligibility Specialist - POOL	TBD	\$5,313.16	1.00	12.00	\$63,757.92	\$0.00	0.00	/
102	Substance Abuse - Outpatient	Psychologist	Ammirati, R	\$10,689.33	1.00	12.00	\$128,271.96	\$0.00	0.00	/
103	Substance Abuse - Outpatient	Dual Diagnosis Clinician	Yohannes, M	\$9,971.92	1.00	12.00	\$119,663.04	\$0.00	0.00	/
95	Substance Abuse - Outpatient	Dual Diagnosis Clinician	Vacant - former White, K.	\$6,250.00	1.00	12.00	\$75,000.00	\$0.00	0.00	/

Personnel Part Time										
Position #	Priority Category	Position Title	Employee Name	Rate #1			Rate #2			Justification
				Hourly Rate	Hours Per Month	FTE	Number of Months	Subtotal	Number of Months	
109	Medical Case Management	Care Resource Coordinator	Bolling, S	\$44.03	12.00	1.00	12.00	\$6,484.32	\$0.00	/
110	Medical Case Management	Care Resource Coordinator	Howard, D	\$45.04	12.00	1.00	12.00	\$6,341.76	\$0.00	/
87	Oral Health Care	Dental Assistant	Shipp, J	\$32.00	16.00	1.00	12.00	\$6,144.00	\$0.00	/
88	Oral Health Care	Dental Assistant	Caples, B	\$35.49	16.00	1.00	12.00	\$6,814.08	\$0.00	/
92	Oral Health Care	Dental Hygienist	Dulaney, A	\$64.61	16.00	1.00	12.00	\$12,405.12	\$0.00	/
145	Outpatient/Ambulatory	Patient Services and Support	TBD	\$34.50	32.00	1.00	12.00	\$13,248.00	\$0.00	/
166	Outpatient/Ambulatory	Certified Medical Assistant	Turner, T	\$38.07	12.00	1.00	12.00	\$5,482.08	\$0.00	/

Employee Travel										
Priority Category	Line Item	Sub-Line Item	Miles Per Month	Number of Months	Cost Per Mile	Mileage Subtotal	Parking Per Month	Parking Subtotal	Line Item Total	Justification
Outpatient/Ambulatory	Staff Travel	Mileage Reimbursement	0.00	12.00	\$0.00	\$0.00	\$83.33	\$999.96	\$1,000.00	/

Supplies										
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage Ch	Justification
EHE Initiative Services	Supplies	Peer co-facilitator Stipend	Cost Per Month	\$250.00	12.00	\$0.00	0.00	\$3,000.00	100.00%	/
EHE Initiative Services	Supplies	Artist Mentors	Cost Per Month	\$500.00	12.00	\$0.00	0.00	\$6,000.00	100.00%	/
EHE Initiative Services	Supplies	Art Supplies	Cost Per Month	\$586.89	12.00	\$0.00	0.00	\$7,042.68	100.00%	/
EHE Initiative Services	Supplies	Meeting Expenses	Cost Per Month	\$833.33	12.00	\$0.00	0.00	\$9,999.96	100.00%	/
EHE Initiative Services	Supplies	Patient Incentives	Cost Per Month	\$650.00	12.00	\$0.00	0.00	\$7,800.00	100.00%	/
Outpatient/Ambulatory	Supplies	Patient Incentives	Cost Per Month	\$541.25	12.00	\$0.00	0.00	\$6,495.00	100.00%	/

Other										
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage Ch	Justification
EHE Initiative Services	Patient Travel	On Demand Car Service	Cost Per Month	\$125.00	12.00	\$0.00	0.00	\$1,500.00	100.00%	/

EXHIBIT B: FY2024 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary										
Category	EHE Initiative Services	Medical Case Management	Mental Health Services	Oral Health Care	Outpatient/Ambulatory	Outreach Services	Referral for Health Care	Substance Abuse	Total	Award Amount
Personnel	\$38,002.00	\$50,663.00	\$38,355.00	\$53,414.00	\$233,697.00	\$56,393.00	\$6,376.00	\$32,293.00	\$509,193.00	
Fringe	\$7,030.00	\$9,373.00	\$8,961.00	\$8,169.00	\$43,233.00	\$10,433.00	\$1,180.00	\$7,241.00	\$95,620.00	
Client Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies	\$33,843.00	\$0.00	\$0.00	\$0.00	\$6,495.00	\$0.00	\$0.00	\$0.00	\$40,338.00	
Other	\$2,553.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,553.00	
Total	\$81,428.00	\$60,036.00	\$47,316.00	\$61,583.00	\$284,425.00	\$66,826.00	\$7,556.00	\$39,534.00	\$648,704.00	\$100,000.00
Administrative	\$0.00	\$0.00	\$0.00	\$0.00	\$7,039.00	\$0.00	\$0.00	\$0.00	\$7,039.00	\$0.00

Personnel Full Time										
Position #	Priority Category	Position Title	Employee Name	Rate #1			Rate #2			Justification
				Total Monthly	FTE	Number of Months	Total Monthly	FTE	Number of Months	
139	EHE Initiative Services	Arts Project Coordinator	Morse, G	\$3,518.66	1.00	12.00	\$42,223.92	0.00	0.00	/
143	Medical Case Management	Medical Social Worker	Terry, J	\$5,255.16	1.00	12.00	\$63,061.92	0.00	0.00	/
102	Mental Health Services	Psychologist	Ammirati, R	\$10,689.33	1.00	12.00	\$128,271.96	0.00	0.00	/
103	Mental Health Services	Dual Diagnosis Clinician	Yohannes, M	\$9,971.92	1.00	12.00	\$119,663.04	0.00	0.00	/
93	Mental Health Services	Mental Health Clinician	Mottley, V	\$5,051.83	1.00	12.00	\$60,621.96	0.00	0.00	/
95	Mental Health Services	Dual Diagnosis Clinician	Vacant - former White, K.	\$6,250.00	1.00	12.00	\$75,000.00	0.00	0.00	/
138	Oral Health Care	Dentist	Wilson, D	\$15,439.91	1.00	12.00	\$185,278.92	0.00	0.00	/
83	Oral Health Care	Dentist	Coleman, M	\$15,781.25	1.00	12.00	\$189,375.00	0.00	0.00	/
84	Oral Health Care	Dentist	Binns, K	\$15,529.66	1.00	12.00	\$186,355.92	0.00	0.00	/
140	Outpatient/Ambulatory	Community Health Worker	Vacant - TBD	\$4,583.33	1.00	12.00	\$54,999.96	0.00	0.00	/
141	Outpatient/Ambulatory	Community Health Worker	Vacant - TBD	\$4,583.33	1.00	12.00	\$54,999.96	0.00	0.00	/
142	Outpatient/Ambulatory	Program Coordinator	Collie, J	\$5,000.00	1.00	12.00	\$60,000.00	0.00	0.00	/
28	Outpatient/Ambulatory	Advanced Practice Provider	Thomas-Seaton, L	\$11,613.33	1.00	12.00	\$139,359.96	0.00	0.00	/
36	Outpatient/Ambulatory	Registration/Discharge Clerk	Daniel, T	\$3,379.66	1.00	12.00	\$40,555.92	0.00	0.00	/
67	Outpatient/Ambulatory	Clinical Manager	Todd-Turner, M	\$10,746.00	1.00	12.00	\$128,952.00	0.00	0.00	/
77	Outpatient/Ambulatory	Certified Medical Assistant	Crittendon, L	\$4,046.50	1.00	12.00	\$48,558.00	0.00	0.00	/
80	Outpatient/Ambulatory	Advanced Practice Provider	Sato, B	\$11,126.66	1.00	12.00	\$133,519.92	0.00	0.00	/
185	Outreach Services	Patient Navigator - LRS	Patient Navigator POOL	\$3,830.16	1.00	12.00	\$45,961.92	0.00	0.00	/
49	Outreach Services	Registered Nurse - Infectious Disease	Tolbert, Z	\$8,692.83	1.00	12.00	\$104,313.96	0.00	0.00	/
144	Referral for Health Care	Eligibility Specialist - POOL	TBD	\$5,313.16	1.00	12.00	\$63,757.92	0.00	0.00	/
102	Substance Abuse - Outpatient	Psychologist	Ammirati, R	\$10,689.33	1.00	12.00	\$128,271.96	0.00	0.00	/
103	Substance Abuse - Outpatient	Dual Diagnosis Clinician	Yohannes, M	\$9,971.92	1.00	12.00	\$119,663.04	0.00	0.00	/
95	Substance Abuse - Outpatient	Dual Diagnosis Clinician	Vacant - former White, K.	\$6,250.00	1.00	12.00	\$75,000.00	0.00	0.00	/

Personnel Part Time										
Position #	Priority Category	Position Title	Employee Name	Rate #1			Rate #2			Justification
				Hourly Rate	Hours Per Month	FTE	Number of Months	Hourly Rate	Hours Per Month	
109	Medical Case Management	Care Resource Coordinator	Bolling, S	\$44.03	12.00	1.00	12.00	\$6,484.32	0.00	/
110	Medical Case Management	Care Resource Coordinator	Howard, D	\$54.04	12.00	1.00	12.00	\$6,341.76	0.00	/
87	Oral Health Care	Dental Assistant	Shipp, J	\$32.00	16.00	1.00	12.00	\$6,144.00	0.00	/
88	Oral Health Care	Dental Assistant	Caples, B	\$35.49	16.00	1.00	12.00	\$6,814.08	0.00	/
92	Oral Health Care	Dental Hygienist	Dulaney, A	\$64.61	16.00	1.00	12.00	\$12,405.12	0.00	/
145	Outpatient/Ambulatory	Patient Services and Support	TBD	\$34.50	32.00	1.00	12.00	\$13,248.00	0.00	/
166	Outpatient/Ambulatory	Certified Medical Assistant	Turner, T	\$38.07	12.00	1.00	12.00	\$5,482.08	0.00	/

Employee Travel										
Priority Category	Line Item	Sub-Line Item	Miles Per Month	Number of Months	Cost Per Mile	Mileage Subtotal	Parking Per Month	Parking Subtotal	Line Item Total	Justification
Outpatient/Ambulatory	Staff Travel	Mileage Reimbursement	0.00	12.00	\$0.00	\$0.00	\$83.33	\$999.96	\$1,000.00	/

Supplies										
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage Ch	Justification
EHE Initiative Services	Supplies	Peer co-facilitator Stipend	Cost Per Month	\$250.00	12.00	\$0.00	0.00	\$3,000.00	100.00%	/
EHE Initiative Services	Supplies	Artist Mentors	Cost Per Month	\$500.00	12.00	\$0.00	0.00	\$6,000.00	100.00%	/
EHE Initiative Services	Supplies	Art Supplies	Cost Per Month	\$586.89	12.00	\$0.00	0.00	\$7,042.68	100.00%	/
EHE Initiative Services	Supplies	Meeting Expenses	Cost Per Month	\$833.33	12.00	\$0.00	0.00	\$9,999.96	100.00%	/
EHE Initiative Services	Supplies	Patient Incentives	Cost Per Month	\$650.00	12.00	\$0.00	0.00	\$7,800.00	100.00%	/
Outpatient/Ambulatory	Supplies	Patient Incentives	Cost Per Month	\$541.25	12.00	\$0.00	0.00	\$6,495.00	100.00%	/

Other										
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage Ch	Justification
EHE Initiative Services	Patient Travel	On Demand Car Service	Cost Per Month	\$212.75	12.00	\$0.00	0.00	\$2,553.00	100.00%	/



Ending
the
HIV
Epidemic

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA — RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B

Atlanta Eligible Metropolitan Area
Amendment #1

THIS AGREEMENT, entered into this 1st day of February 2023 through the 28th day of February 2025 by and between FULTON COUNTY (hereinafter referred to as "**County**") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and Travelers Aid of Metro Atlanta dba HOPE Atlanta (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 #20-0669 (10/7/2020) and item #21-0196 (3/17/2021) and item #23-0009 (1/4/2023) and item #23-0527 (8/16/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's CEO on 07/02/2021 for EtHE Phase II which provides **\$217,473.00 in FY21, \$217,473.00 in FY22, \$217,473.00 in FY23, and \$217,473.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional EHE funding to Travelers Aid of Metro Atlanta dba HOPE Atlanta under EtHE Phase II to facilitate the approved program for a total not to exceed **\$267,473.00 in FY22, \$317,473.00 in FY23, and \$317,473.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT A23: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT A24: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B23: Approved Budget and Budget Justification
- EXHIBIT B24: Approved Budget and Budget Justification
- EXHIBIT C: Funding Exclusions
- EXHIBIT D: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT E: Certifications – PHS-5161-1
- EXHIBIT F: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT G: Compliance with Legislative Mandates
- EXHIBIT H: Federal Award Reporting Data
- EXHIBIT I: Approved Schedule of Non-Traditional Hours of Operation

Paragraph 1.1. The following documents are incorporated herein by reference:

- Department for HIV Elimination, “***Program Manual of Policies and Procedures***” which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 20RW0610-MH FY20 EtHE RWHAP Services
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring

Standards for Ryan White Part A Grantees: Program – Part A¹

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate Travelers Aid of Metro Atlanta dba HOPE Atlanta to render the services defined and required herein.

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

Paragraph 3.2. Subrecipient represents that **Julio Carrillo, CEO** is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that Travelers Aid of Metro Atlanta dba HOPE Atlanta is an eligible public and/or private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 3.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

ARTICLE 4. SCOPE OF DUTIES

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 20RW0610-MH FY20 EtHE RWHAP Services and with the goals and objectives approved by the County which are described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* and EXHIBIT B23: *Approved Budget and Budget Justification*.

ARTICLE 5. MODIFICATIONS

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute EtHE contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, DHE may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective on February 1, 2023, for a two-year term ending on February 28, 2025.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on February 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$267,473.00 (\$217,473.00 + \$50,000.00) in FY22, \$317,473.00 (\$217,473.00 + \$100,000.00) in FY23, and \$317,473.00 (\$217,473.00 + \$100,000.00) in FY24.** The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$50,000.00 for FY2022. The award amount includes a contingency amount of \$100,000.00 per year for FY2023 and FY2024. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. Intentionally left blank.

Paragraph 7.2a. The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.2.b. For FY2024, subrecipient must submit a draft FY2024 Work Plan and FY2024 budget to the designated DHE Project Officer no later than **January 31, 2024**. After the subrecipient and the designated DHE Project Officer agree on a negotiated budget and work plan and the negotiated budget and work plan are approved by the DHE Director, these items will become a part of this agreement as EXHIBIT A24 FY2024 Work Plan Goals and Objectives tied to Approved Budget and EXHIBIT B24 Approved Annual Budget respectively.

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in

writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. **GENERAL SUBRECIPIENT REQUIREMENTS**

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A continuum of care is a term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE is implementing an integrated cloud-based data management system for: tracking all individuals who receive services supported by EtHE or Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE or Part A funds. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference ***PPPN-Use of e2Fulton in Documenting Eligibility***).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. Intentionally left blank.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.ryanwhiteatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered

into within 30 calendar days after the execution of the contract.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to participate in the EMA's needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 8.9. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement.***)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than 60 calendar days following the execution of the contract.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits.***)

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate client participation in the EMA's Needs Assessment to identify barriers and gaps in services.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

Paragraph 8.16. Intentionally left blank.

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Intentionally left blank.

Paragraph 8.22. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.17-8.21 into e2Fulton by April 1 of the fiscal year. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.23. Intentionally left blank.

Paragraph 8.24. Any Subrecipient receiving EtHE funds to develop, purchase or distribute health

education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.26. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the EtHE Program and other applicable regulations (reference **PPPN-055 Quarterly Reports**). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20th business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE form and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.27. Subrecipient shall provide County with projected spending plans as detailed in **FPPN-002: Budget Spend Plan**. Budget spend plans must be submitted via e2Fulton.

Paragraph 8.28. The Subrecipient shall implement a sliding fee scale policy in conformance with Ryan White HIV/AIDS Program requirements. Subrecipient agrees that in the provision of services with assistance provided under EtHE, charges to any individual for services shall be made in accordance with the provision of the Ryan White Program, Section 2605 (e) as described in **FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in **FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges**.

Paragraph 8.29. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White and/or EtHE Providers' Meetings.

Paragraph 8.30. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

Paragraph 8.32. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Award Identification Number (FAIN): 6 UT8HA3393-02-01
2. Federal Award Date: 03/02/2021
3. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
4. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
5. CFDA Number and Title: 93.686 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B
6. Project Description: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B provides direct financial assistance to jurisdictions identified in the legislation as eligible for funding. For Atlanta, the four jurisdictions are Cobb, DeKalb, Fulton, and Gwinnett Counties. The purpose of the program is to reduce new cases of HIV.

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with three exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after

contract effective date.

3. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A23 and EXHIBIT B23, in a timely manner.

Late submissions received in ECM after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Documentation
Low	Provide ALL supporting documentation once each quarter: March invoice, June invoice, September invoice, January invoice and Final invoice.
Moderate	Every other month provide ALL supporting documentation: March invoice, May invoice, July invoice, September invoice, November invoice, January invoice, and Final invoice.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

Paragraph 9.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***Program Manual of Policies and Procedures*** and ***PPPN-013***.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the final Reimbursement Request

are described in **PPPN-013**.

Paragraph 9.9. Closeout and Final Reimbursement Submission. The final submission must include a certification signed by the **official authorized to legally bind Subrecipient** as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a)).”

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

Paragraph 9.12. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Part A payments until such time that the errors have been corrected.

Paragraph 9.13. In order to ensure the availability of services to EtHE clients throughout the contract period monthly charges shall not exceed one-twelfth of any awarded line item amount unless otherwise preapproved by the assigned DHE Project Officer.

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default

under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***Program Manual of Policies and Procedures***" incorporated herein by reference and available at www.ryanwhiteatl.org **PPPN-004: Funding Exclusions and Restrictions** incorporated herein by reference and available at www.ryanwhiteatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that EtHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning February 1, 2023 and ending February 28, 2025.

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that EtHE funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees than no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees than no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing
- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non-essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the 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)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during EtHE site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other EtHE budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track EtHE costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

ARTICLE 11. PERSONNEL

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. DISPUTES

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. GRIEVANCE PROCEDURES

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to funded services might be addressed (a Prat A approved grievance procedure would suffice). A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. TERMINATION

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2025.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the Subrecipient for the one year period preceding the fiscal year covered by this contract.

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. **ACCURACY OF WORK**

Paragraph 21.0. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

ARTICLE 23. INDEMNIFICATION

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers,

employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the fisting of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

**ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as

confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's

information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this

Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. **PUBLICITY**

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. **INTANGIBLE PROPERTY**

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. **TANGIBLE PROPERTY**

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***“Program Manual of Policies and Procedures” and FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;

- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect

that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 35. AUDITS AND INSPECTORS

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the “Program Manual of Policies and Procedures” and ***FPPN-006: Financial Management***.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending \$750,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	Director of Finance
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and

extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. Intentionally left blank.

Paragraph 36.5. For each client served with EtHE funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "*Fulton County Government Ryan White Part A Program Manual*") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County.

Paragraph 36.6. To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.11.a. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been

informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in *PPPN-001 Client Eligibility*, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in EtHE services, provision of medications, nor result in the discharge of a client from EtHE White Services.

ARTICLE 37. ACCOUNTING SYSTEM

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement,

approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. A copy may also be emailed.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303
Jeff.cheek@fultoncountyga.gov

With a copy to:

Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance
130 Peachtree Street, SW, Suite 1168
Atlanta, Georgia 30303
Felicia.strong-whitaker@fultoncountyga.gov

Notices to Subrecipient shall be addressed as follows:

DocuSigned by:
Julio Carrillo
45631FF6B78A479...
Name: _____
Title: CEO
Agency: HOPE Atlanta
Address: 458 Ponce de Leon Ave. NE.
Building B
City: Atlanta State: Georgia
Zip Code: 30308

ARTICLE 40. JURISDICTION

Paragraph 40.0. This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. FORCE MAJEURE

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. TAXES

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. PERMITS, LICENSES AND BONDS

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. NON-APPROPRIATION

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections

cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. ANTI-KICKBACK

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an “Employee Code of Ethics” and Board Bylaws and policies which includes provisions covering:

- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 49.0. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning
- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. TITLE VI COMPLIANCE

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of

materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. Information and Reports
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
 - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
 - Consent forms.

ARTICLE 51. NATIONAL MONITORING STANDARDS

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

**ARTICLE 52. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS**

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

SIGNATURES FOLLOW

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

By:

DocuSigned by:

Robert L. Pitts

BA715B1A26544E7...

Robert L. Pitts, Chairman
Board of Commissioners

08/30/2023
Date

Attest:

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 2023-0527 Date: 8/16/2023

APPROVED AS TO FORM:

DocuSigned by:

David Lowman

0EC92EDADEFB4B8...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Jeff Creech

340753F150D0432...

Jeff Creech, Director
Department for HIV Elimination

SUBRECIPIENT:

HOPE Atlanta
Agency Name

Julio Carrillo
Typed Name

CEO
Title

DocuSigned by:

Julio Carrillo

45631FF6B78A479...

Signature

08/30/2023
Date

EXHIBIT A23

FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(SEE END OF DOCUMENT)

EXHIBIT B23

**FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND
OBJECTIVES**

(SEE END OF DOCUMENT)

EXHIBIT A24

FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT B24

APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

Family Size	100%	200%	300%	400%
1	\$12,880	\$25,760	\$38,640	\$51,520
2	\$17,420	\$34,840	\$52,260	\$69,680
3	\$21,960	\$43,920	\$65,880	\$87,840
4	\$26,500	\$53,000	\$79,500	\$106,000
5	\$31,040	\$62,080	\$93,120	\$124,160
6	\$35,580	\$71,160	\$106,740	\$142,320
7	\$40,120	\$80,240	\$120,360	\$160,480
8	\$44,660	\$89,320	\$133,980	\$178,640

For families/households with more than 8 persons, add \$4,540 for each additional person

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below the Official Poverty Level	No Charges Permitted
101 to 200 Percent of the Official Poverty Level	5% or less of Gross Income
201 to 300 Percent of the Official Poverty Level	7% or less of Gross Income
More than 300 Percent of the Official Poverty Level	10% or less of Gross Income

² The 2021 poverty guidelines are in effect as of January 13, 2021 [Federal Register Notice, February 1, 2021 - Full text](#).

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:
Julio Carrillo
45631FF6B78A479...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

CEO

APPLICANT ORGANIZATION:

HOPE Atlanta

DATE:

08/30/2023

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 CERTIFYING OFFICIAL	TITLE
 45631FF6B78A479...	CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
HOPE Atlanta	08/30/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.


SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  <small>45631FF6B78A479...</small>	TITLE CEO
APPLICANT ORGANIZATION HOPE Atlanta	DATE SUBMITTED 08/30/2023

EXHIBIT G**Compliance with Legislative Mandates**

As the duly authorized representative of Contractor/Subrecipient, I certify that the Contractor/Subrecipient:

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

- A. the percentage of the total costs of the program or project which will be financed with Federal money;
- B. the dollar amount of Federal funds for the project or program; and
- C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) **Restriction on Abortions and Exceptions to Restriction on Abortions**

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

(7) **Ban on Funding Human Embryo Research**

Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) **Restriction on Distribution of Sterile Needles**

Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barak Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) **Restriction of Pornography on Computer Networks**

Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) **Restriction on Funding ACORN**

Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

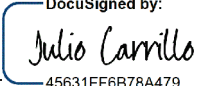
Signature of Authorized Certifying Official  45631FF6B78A479...	Title CEO
Organization HOPE Atlanta	Date 08/30/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

Exhibit A: Work Plan Goals and Objectives

FY2023 EHE WORK PLAN

WORK PLAN – HOPE Atlanta					
Priority Category	Housing - Rental Assistance		Total funding requested in this category:		\$194,544
Service Targets	Target number of unduplicated clients	60	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		60
Care Continuum Impact	Linkage	Retention	Viral Suppression	Engagement	Prescription of ART
Does this goal focus on persons in care, but not virally suppressed?					No
EHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 3.3 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. Inform clients and other providers of Short and Long-Term Rental Assistance through Tenant Based Rental Assistance. Rental assistance includes past due rent and future rent payments.		March 1, 2023	Program Director, Program Manager, Case Manager	Marketing materials (brochures and pamphlets), website	
2. Conduct intensive client intake that determines eligibility for rental assistance, household income, rental expenses, as well existing barriers to care. Create an ISP for each client with goals for both staying housed and medical care.		March 1, 2023, and on going	Case manager and Program Manager	HMIS data report for number of clients that have increased medical care. Case conferences on client that still have barriers to care	
3. Ensure monthly contact with clients are conducted.		March 1, 2023, and on going	Case manager and Program Manager	HMIS data report on client contact	
4. Facilitate supportive services for clients including overcoming obstacles to care.		March 1, 2023, and on going	Case manager and Program Manager	Number of clients needing supportive services Number of clients receiving supportive services	

Exhibit A: Work Plan Goals and Objectives

FY2023 EHE WORK PLAN

WORK PLAN – HOPE Atlanta					
Priority Category	EFA-H Emergency Financial Assistance for Housing	Total funding requested in this category:		\$22,929.00	
Service Targets	Target number of unduplicated clients	20	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		20
Care Continuum Impact	Linkage	Retention	Viral Suppression	Engagement	Prescription of ART
Does this goal focus on persons in care, but not virally suppressed?					No
EHE Goal # and Goal	Goal 2. Improve health outcomes to reach sustained viral suppression.				
Objective # & Objective	Objective 3.3 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. Inform clients and other providers of Short and Long-Term Utility assistance includes past due and future utility payments.		March 1, 2023	Program Director, Program Manager, Case Manager		Marketing materials (brochures and pamphlets) , website
2. Conduct intensive client intake that determines eligibility for rental assistance, household income, rental expenses, as well existing barriers to care. Create an ISP for each client with goals for both staying housed and medical care.		March 1, 2023, and on going	Case manager and Program Manager		HMIS/E2Fulton data report for number of clients that have increased medical care. Case conferences on client that still have barriers to care
3. Ensure at least one in person and one by phone check in with clients each month		March 1, 2023, and on going	Case manager and Program Manager		HMIS/E2Fulton data report on client contact
4. Facilitate supportive services for clients including overcoming obstacles to care		March 1, 2023, and on going	Case manager and Program Manager		Number of clients needing supportive services Number of clients receiving supportive services

EXHIBIT B23: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary					
Category	Emergency Financial Assist	Housing	Total	Contingency	Award Amount
Personnel	\$0.00	\$0.00	\$0.00		
Fringe	\$0.00	\$0.00	\$0.00		
Client Travel	\$0.00	\$0.00	\$0.00		
Staff Travel	\$0.00	\$0.00	\$0.00		
Equipment	\$0.00	\$0.00	\$0.00		
Contractual	\$0.00	\$0.00	\$0.00		
Supplies	\$0.00	\$0.00	\$0.00		
Other	\$22,929.00	\$194,544.00	\$217,473.00		
Total	\$22,929.00	\$194,544.00	\$217,473.00	\$100,000.00	\$317,473.00
Administrative	\$0.00	\$21,744.00	\$21,744.00	\$0.00	\$0.00

Other														
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage Change	Line Item Total	Admin Percent	Admin Total	Goal	Justification
Emergency Financial Assistance	Utility Deposits	Utility Deposits	Cost Per Unit	\$0.00	0.00	\$250.00	20.00	\$5,000.00	100.00%	\$5,000.00	0.00%	\$0.00	Goal 2 Obj. 3.2	20 clients can be assisted with utility deposits with an average of \$250/household.
Emergency Financial Assistance	Utility Assistance	Utility Assistance	Cost Per Month	\$1,494.08	12.00	\$0.00	0.00	\$17,929.00	100.00%	\$17,929.00	0.00%	\$0.00	Goal 2 Obj. 3.2	38 clients can receive up to \$471.74 in utility assistance of while receiving rental assistance. Clients will receive up to 3 months of short term rental assistance at an average cost of \$1,200/month/client. Anticipated # of clients to be served is 28.
Housing	RA - Rental Assistance	Short-Term Rental Assistance	Cost Per Month	\$8,400.00	12.00	\$0.00	0.00	\$100,800.00	100.00%	\$100,800.00	0.00%	\$0.00	Goal 1 Obj. 3.2	Clients will receive up to 6 months of rental assistance at an average cost of \$1200/month/client. Anticipated number of clients to be served is 10.
Housing	RA - Rental Assistance	Med-Term Rental Assistance	Cost Per Month	\$6,000.00	12.00	\$0.00	0.00	\$72,000.00	100.00%	\$72,000.00	0.00%	\$0.00	Goal 1 Obj. 3.2	Federal De Minimis Rate 10% used to cover administrative cost.
Housing	RA - Rental Assistance	Indirect Cost	Cost Per Month	\$2,416.00	9.00	\$0.00	0.00	\$21,744.00	100.00%	\$21,744.00	100.00%	\$21,744.00	Goal 1 Obj. 3.2	



Ending
the
HIV
Epidemic

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA — RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B

Atlanta Eligible Metropolitan Area
EtHE Phase III Amendment #1

THIS AGREEMENT, entered into this 1st day of August 2022 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 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 Item #20-0669 (10/7/2020), and Item #21-0800 (10/20/2021), and Item #22-0456 (7/13/2022), and Item #23-0009 (1/4/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's CEO & President on 11/11/2021 for EtHE Phase III which provides **\$81,809.00 in FY21, \$128,744.00 in FY22, \$132,277.00 in FY23, and \$136,049.00 in FY24**, subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional funding to Positive Impact Health Centers, Inc. under EtHE Phase III to facilitate the approved program for a total not to exceed **\$310,000.00 in FY22, \$100,000.00 in FY23, and \$100,000.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and

private non-profit health and support service providers which deliver or enhance HIV-related ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT 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
- EXHIBIT I: Approved Schedule of Non-Traditional Hours of Operation

Paragraph 1.1. The following documents are incorporated herein by reference:

- Fulton County Ryan White Part A Program, “***Program Manual of Policies and Procedures***” which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 21RFPRW0708B-EC Ending the HIV Epidemic Phase III
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Fiscal – Part A¹

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT 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, CEO & President** 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. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPRW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT A: *Work Plan Goals and Objectives tied to Approved Budget* and EXHIBIT B: *Approved Budget and Budget Justification*.

ARTICLE 5. MODIFICATIONS

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute EtHE contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, DHE may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective on August 1, 2022, for a term ending on February 28, 2025.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on August 1, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A and EXHIBIT B herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$81,809.00** in FY21, **\$438,744.00** in FY22 (\$128,744.00 + \$310,000.00), **\$232,277.00** in FY23 (\$132,277.00 + \$100,000.00), and **\$236,049.00** in FY24 (\$136,049.00 + \$100,000.00). The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$100,000.00 per year. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. The budget attached to Contract in EXHIBIT B 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 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A continuum of care is a term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE is implementing an integrated cloud-based data management system for: tracking all individuals who receive services supported by EtHE or Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE or Part A funds. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference *PPPN-Use of e2Fulton in Documenting Eligibility*).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. Intentionally left blank.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.ryanwhiteatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into within 30 calendar days after the execution of the contract.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to participate in the EMA's needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 8.9. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference *PPPN-033 Quality Improvement*.)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than 60 calendar days following the execution of the contract.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits.***)

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate client participation in the EMA's Needs Assessment to identify barriers and gaps in services.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

Paragraph 8.16. Intentionally left blank.

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee in Paragraph 8.2.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee in Paragraph 8.1.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Intentionally left blank.

Paragraph 8.22. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.1-8.4 into e2Fulton by April 1 of the fiscal year. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.23. Intentionally left blank.

Paragraph 8.24. Any Subrecipient receiving EtHE funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.26. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the EtHE Program and other applicable regulations (reference **PPPN-055 Quarterly Reports**). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20th business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE form and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.27. Subrecipient shall provide County with projected spending plans as detailed in **FPPN-002: Budget Spend Plan**. Budget spend plans must be submitted via e2Fulton.

Paragraph 8.28. The Subrecipient shall implement a sliding fee scale policy in conformance with Ryan White HIV/AIDS Program requirements. Subrecipient agrees that in the provision of services with assistance provided under EtHE, charges to any individual for services shall be made in accordance with the provision of the Ryan White Program, Section 2605 (e) as described in **FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in **FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges**.

Paragraph 8.29. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White and/or EtHE Providers' Meetings.

Paragraph 8.30. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of the Uniform Guidance and Ryan White legislation and regulations.

Paragraph 8.32. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Award Identification Number (FAIN): 6 UT8HA3393-02-01
2. Federal Award Date: 03/02/2021
3. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
4. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
5. CFDA Number and Title: 93.686 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B
6. Project Description: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B provides direct financial assistance to jurisdictions identified in the legislation as eligible for funding. For Atlanta, the four jurisdictions are Cobb, DeKalb, Fulton, and Gwinnett Counties. The purpose of the program is to reduce new cases of HIV.

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with four exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date;
3. In addition to the February reimbursement submission, a final reimbursement submission may be entered no later than 45 days after the last day of February. Failure to submit the final invoice no later than 45 days after each budget period ends or is terminated may result in forfeiture of the claim. If the Subrecipient fails to do so, all rights to payment may be forfeited and the County may not honor requests submitted after the aforesaid time period.
4. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.
 - B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A and EXHIBIT B, in a timely manner.

Late submissions received in ECM after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Documentation
Low	Provide ALL supporting documentation once each quarter: March invoice, June invoice, September invoice, January invoice and Final invoice.
Moderate	Every other month provide ALL supporting documentation: March invoice, May invoice, July invoice, September invoice, November invoice, January invoice, and Final invoice.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

Paragraph 9.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***Program Manual of Policies and Procedures*** and ***PPPN-013***.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the final Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.9. Closeout and Final Reimbursement Submission. The final submission must include a certification signed by the **official authorized to legally bind Subrecipient** as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a))."

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable

to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all Part A funds until such documentation has been satisfactorily submitted.

Paragraph 9.12. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Part A payments until such time that the errors have been corrected.

Paragraph 9.13. In order to ensure the availability of services to EtHE clients throughout the contract period monthly charges shall not exceed one-twelfth of any awarded line-item amount unless otherwise preapproved by the assigned DHE Project Officer.

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County

shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***Program Manual of Policies and Procedures***" " incorporated herein by reference and available at www.ryanwhiteatl.org **PPPN-004: Funding Exclusions and Restrictions** " incorporated herein by reference and available at www.ryanwhiteatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that EtHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2021 and ending February 28, 2025.

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that EtHE funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third-party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope

awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees that no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees that no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing
- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non-essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything

other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the mount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the “Program Manual of Policies and Procedures” and PPPN-013: 10% Administrative Cap)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during EtHE site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other EtHE budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track EtHE costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be “re-performed” by an auditor.

ARTICLE 11. PERSONNEL

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without

the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. DISPUTES

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. GRIEVANCE PROCEDURES

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to funded services might be addressed (a Prat A approved grievance procedure would suffice). A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. TERMINATION

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2025.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A and EXHIBIT B** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and

assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the Subrecipient for the one year

period preceding the fiscal year covered by this contract.

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. ACCURACY OF WORK

Paragraph 21.0. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

ARTICLE 23. INDEMNIFICATION

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's

Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the fisting of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

**ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE**

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and

copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure

is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. PUBLICITY

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the

County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. INTANGIBLE PROPERTY

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. TANGIBLE PROPERTY

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***"Program Manual of Policies and Procedures"*** and ***FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;
- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the

event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 35. AUDITS AND INSPECTORS

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1 Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the "Program Manual of Policies and Procedures" and *FPPN-006: Financial Management*.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending \$750,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	Director of Finance
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable

documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. Intentionally left blank.

Paragraph 36.5. For each client served with EtHE funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "**Fulton County Government Ryan White Part A Program Manual**") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County.

Paragraph 36.6. To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health

services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.11.a. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost

Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in *PPPN-001 Client Eligibility*, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in EtHE services, provision of medications, nor result in the discharge of a client from EtHE White Services.

ARTICLE 37. ACCOUNTING SYSTEM

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. A copy may also be emailed.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303

Notices to Subrecipient shall be addressed as follows:

DocuSigned by:
Name: Larry M. Lehman
6497FD9906B947A...
Title: President & CEO

Jeff.cheek@fultoncountyga.gov

Agency: Positive Impact Health Centers, Inc.

With a copy to:

Address: 2800 Century Parkway suite 550

Felicia Strong-Whitaker, Director
Department of Purchasing & Contract
Compliance

City: Atlanta State: GA

130 Peachtree Street, SW, Suite 1168
Atlanta, Georgia 30303

Zip Code: 30345

Felicia.strong-whitaker@fultoncountyga.gov

ARTICLE 40. JURISDICTION

Paragraph 40.0. This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. FORCE MAJEURE

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. TAXES

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. PERMITS, LICENSES AND BONDS

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. NON-APPROPRIATION

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and

at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure "that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee's disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General

- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. **ANTI-KICKBACK**

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an “Employee Code of Ethics” and Board Bylaws and policies which includes provisions covering:

- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. **CLIENT RIGHTS AND RESPONSIBILITIES**

Paragraph 49.0. Subrecipient agrees to provide notification of the agency’s Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning

- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. TITLE VI COMPLIANCE

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. Information and Reports
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton County or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
 - Applications or instructions on how to participate in a program or activity or to receive benefits or services.

- Consent forms.

ARTICLE 51. **NATIONAL MONITORING STANDARDS**

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

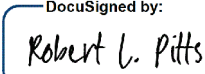
ARTICLE 52. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS**

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

SIGNATURES FOLLOW

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

By:  02/25/2023
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Robert L. Pitts, Chairman
Board of Commissioners Date

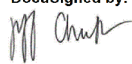
Attest:

 ITEM#: 2023-0009 Date: 01/04/2023
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Tonya Grier
Fulton County Clerk to the Commission

APPROVED AS TO FORM:


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Office of the County Attorney

APPROVED AS TO CONTENT:


340753F150D0432...
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

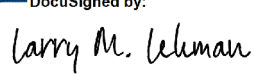
Positive Impact Health Centers, Inc.
Agency Name
By: Larry M. Lehman
Typed Name
President & CEO
Title
 02/24/2023
6497FD9906B947A...
Signature Date

EXHIBIT A

Work Plan Goals and Objectives Tied to Approved Budget

(SEE END OF DOCUMENT)

EXHIBIT B

Approved Budget and Budget Justification

(SEE END OF DOCUMENT)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

Family Size	100%	200%	300%	400%
1	\$12,880	\$25,760	\$38,640	\$51,520
2	\$17,420	\$34,840	\$52,260	\$69,680
3	\$21,960	\$43,920	\$65,880	\$87,840
4	\$26,500	\$53,000	\$79,500	\$106,000
5	\$31,040	\$62,080	\$93,120	\$124,160
6	\$35,580	\$71,160	\$106,740	\$142,320
7	\$40,120	\$80,240	\$120,360	\$160,480
8	\$44,660	\$89,320	\$133,980	\$178,640

For families/households with more than 8 persons, add \$4,540 for each additional person

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below the Official Poverty Level	No Charges Permitted
101 to 200 Percent of the Official Poverty Level	5% or less of Gross Income
201 to 300 Percent of the Official Poverty Level	7% or less of Gross Income
More than 300 Percent of the Official Poverty Level	10% or less of Gross Income

² The 2021 poverty guidelines are in effect as of January 13, 2021 [Federal Register Notice, February 1, 2021 - Full text](#).

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:
Larry M. Lehman
6497FD9906B947A...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

President & CEO

APPLICANT ORGANIZATION:

Positive Impact Health Centers, Inc.

DATE:

02/24/2023

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.

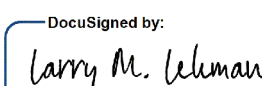
SIGNATURE OF CERTIFYING OFFICIAL	TITLE
DocuSigned by:  6497FD9906B947A...	President & CEO
APPLICANT ORGANIZATION	DATE SUBMITTED
Positive Impact Health Centers, Inc.	02/24/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

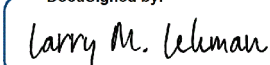
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  6497FD9906B947A...	TITLE President & CEO
APPLICANT ORGANIZATION Positive Impact Health Centers, Inc.	DATE SUBMITTED 02/24/2023

EXHIBIT G**Compliance with Legislative Mandates**

As the duly authorized representative of Contractor/Subrecipient, I certify that the Contractor/Subrecipient:

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

- A. the percentage of the total costs of the program or project which will be financed with Federal money;
- B. the dollar amount of Federal funds for the project or program; and
- C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) **Restriction on Abortions and Exceptions to Restriction on Abortions**

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

(7) **Ban on Funding Human Embryo Research**

Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) **Restriction on Distribution of Sterile Needles**

Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barak Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) **Restriction of Pornography on Computer Networks**

Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) **Restriction on Funding ACORN**

Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- (12) Confidentiality Agreements
- Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

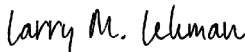
Signature of Authorized Certifying Official	Title
<div>DocuSigned by:  6497FD9906B947A...</div>	President & CEO
Positive Impact Health Centers, Inc.	Date
	02/24/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

FY2022 EHE WORK PLAN

WORK PLAN – Positive Impact Health Centers					
Priority Category	Housing RA EtHE- Capacity Building	Total funding requested in this category:		\$210,000	
Service Targets	Target number of unduplicated clients	60	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		120
Care Continuum Impact	Retention	Engagement	Choose an item.	Choose an item.	Choose an item.
Does this goal focus on persons in care, but not virally suppressed?					No
EHE Goal # and Goal	Goal 3. Reduce barriers to care by responding to outbreaks and addressing disparities in the jurisdiction.				
Objective # & Objective	Objective 3.3 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 Assess patients for Housing services.		September 2022-February 2023	Housing Services Program Manager, Housing Case Manager, MCMs, Linkage Coordinator	# of assessments completed; EMR documentation	
2 Complete Individualized Housing Plan (IHP) during enrollment in Housing Services Program.		September 2022-February 2023	Housing Services Program Manager, Housing Case Manager	# of IHP's completed in EMR	
3. Provide Housing Assistance which may include transitional, short-term, or emergency housing assistance, sober living lodging, temporary assistance, referral services, housing search, placement, and housing advocacy services.		September 2022-February 2023	Housing Services Manager, Housing Case Manager	Completion of Housing Plan goals by review of EMR	
3. Link patients to resources needed to achieve housing stability and self-sufficiency.		September 2022-February 2023	Housing Services Program Manager, Housing Case Manager	Completion of Housing Plan linkage goals by review of EMR	

FY2022 EHE WORK PLAN

5 Review and audit charts in EMR	September 2022-February 2023	Karen Cross, Director of Client Services & Housing Services Program Manager	Completion of EMR documentation, completion of IHPs
6 Data Team will collect and input data in the e2Fulton database system and produce a report showing Housing Services outcomes.	September 2022-February 2023	Data Manager, Steven Bales & Data Specialist & Data Quality Specialist	Develop and monitor Individualized Housing Plans (IHPs) for 60 PLWH in care and assist clients in accessing housing services. TOTAL: Clients:60 Units: 120
7 Data Team will collect and input data in the e2Fulton database system and produce a report showing Housing Services health outcomes.	September 2022-February 2023	Data Manager, Steven Bales & Data Specialist & Data Quality Specialist	<ul style="list-style-type: none"> 60 clients served as shown in e2Fulton clinical encounter data By the end of FY24, 84% of clients will have been retained in care (N=50) By the end of FY24, 90% of clients will have been engaged in care (N=54)


FY2022 EHE WORK PLAN

WORK PLAN – Positive Impact Health Centers					
Priority Category	OAHS EtHE- Capacity Building	Total funding requested in this category:		\$40,000	
Service Targets	Target number of unduplicated clients	300	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		300
Care Continuum Impact	Linkage	Retention	Engagement	Prescription of ART	Viral Suppression
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE 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) Work with a Consultant to coordinate and implement formal PCMH model of care		August 2022	Joey Helton, COO	<ul style="list-style-type: none"> ▪ Consultant working with care teams 	
2) Implement PCMH model of care		August 2022	Joey Helton, COO & multidisciplinary team	<ul style="list-style-type: none"> ▪ Formal PCMH model of care being used and staff working in the team approach 	
3) Review viral load suppression and retention in care rates		August 2022-ongoing	Director of Clinic Services, Assistant Director of Clinic Services, Christopher Pride & Multidisciplinary team members	<ul style="list-style-type: none"> ▪ EMR data regarding viral suppression and HAB measures 	
4) Data team will collect and input data in the E2Fulton database system and produce a report showing outcomes		August 2022-ongoing	Steven Bales, Data Manager, Data Specialists & Data Quality Specialist	<ul style="list-style-type: none"> ▪ Provide services to 300 patients through the formal PCMH model of care. 	

**FY22 PHASE III ONE TIME
CARRYOVER FUNDS**
RFP: 21RPRW0708B-EC

Positive Impact Health Centers, Inc.

**CORE MEDICAL SERVICES: PRIORITY
CATEGORY SUMMARY**

 <p>Ending the HIV Epidemic</p>		CAPACITY BUILDING												
<table border="1"> <tr> <th colspan="2">CAPACITY BUILDING</th><th>OAHs EtHE - Capacity Building</th></tr> <tr> <td>B Materials & Suppl</td><td>Medications</td><td>\$ - \$ -</td></tr> <tr> <td>J Other</td><td></td><td>\$ 40,000 \$ 40,000</td></tr> <tr> <td colspan="2">Total Direct Charges</td><td>\$ 40,000 \$ 40,000</td></tr> </table>		CAPACITY BUILDING		OAHs EtHE - Capacity Building	B Materials & Suppl	Medications	\$ - \$ -	J Other		\$ 40,000 \$ 40,000	Total Direct Charges		\$ 40,000 \$ 40,000	Housing
CAPACITY BUILDING		OAHs EtHE - Capacity Building												
B Materials & Suppl	Medications	\$ - \$ -												
J Other		\$ 40,000 \$ 40,000												
Total Direct Charges		\$ 40,000 \$ 40,000												
K Indirect Charges		\$ - \$ -												
TOTAL		\$ 40,000 \$ 40,000												

TOTAL	\$ 250,000
Admin Total \$	40,000
Admin Total %	16.00%

Administrative total cannot exceed 10%

J. Other										
1	2	3	4	5	6	7	8	9		
Priority Category	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		
OAHs EtHE - Capacity Building Housing	Other	PCMH Consultant	\$ 3,333.33	12	\$ 40,000	100.00%	\$ 40,000	2.1		
	Other	Housing Assistance	\$ 17,500.00	12	\$ 210,000	0.00%	\$ -	2.1		



Ending
the
HIV
Epidemic

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA — RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B

Atlanta Eligible Metropolitan Area
Amendment #1

THIS AGREEMENT, entered into this 1st day of March 2023 through the 28th day of February 2025 by and between FULTON COUNTY (hereinafter referred to as "**County**") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners ("**BOC**"), and To Our Shores, Inc. (hereinafter referred to as "**Subrecipient**").

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 #20-0669 (10/7/2020) and item #21-0800 (10/20/2021) and item #23-0527 (8/16/2023).

WHEREAS, the County, and the subrecipient have an existing agreement signed by the subrecipient's Executive Director on 12/01/2021 for EtHE Phase III which provides **\$95,523.00 in FY21, \$202,374.00 in FY22, \$202,374.00 in FY23, and \$202,374.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County, has recommended additional EHE funding to To Our Shores, Inc. under EtHE Phase III to facilitate the approved program for a total not to exceed **\$563,448.00 in FY23, and \$563,448.00 in FY24** subject to federal funding availability and disbursement.

WHEREAS, the County has requested, received and reviewed proposals from eligible public and private non-profit health and support service providers which deliver or enhance HIV-related

ambulatory care and support services in at least one of the following Counties: Cobb, DeKalb, Fulton, Gwinnett.

WHEREAS, Subrecipient has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

Paragraph 1.0. County hereby engages Subrecipient, and Subrecipient hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- EXHIBIT A23: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT A24: Work Plan Goals and Objectives tied to Approved Budget
- EXHIBIT B23: Approved Budget and Budget Justification
- EXHIBIT B24: Approved Budget and Budget Justification
- EXHIBIT C: Funding Exclusions
- EXHIBIT D: Non-Discrimination Policy of Fulton County, Georgia
- EXHIBIT E: Certifications – PHS-5161-1
- EXHIBIT F: Assurances – Non-Construction Programs (SF 424B)
- EXHIBIT G: Compliance with Legislative Mandates
- EXHIBIT H: Federal Award Reporting Data
- EXHIBIT I: Approved Schedule of Non-Traditional Hours of Operation

Paragraph 1.1. The following documents are incorporated herein by reference:

- Department for HIV Elimination, ***“Program Manual of Policies and Procedures”*** which contains a series of Programmatic Policy and Procedure Notices (PPPN), Fiscal Policy and Procedure Notices (FPPN), and Recipient Policy and Procedure Notices (RPPN) which are available at: www.ryanwhiteatl.org
- 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
- 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Request for Proposal Number: 21RFPRW0708B-EC Ending the HIV Epidemic Phase III
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring Standards for Ryan White Part A Grantees: Program – Part A¹
- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs National Monitoring

¹ <https://targethiv.org/searches?search=National+Monitoring+Standards>

Standards for Ryan White Part A Grantees: Fiscal – Part A¹

- HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs & Division of State HIV/AIDS Programs National Monitoring Standards for Ryan White Part A and Part B Grantees: Universal – Part A and B (Covers Both Fiscal and Program Requirements)¹

Paragraph 1.2. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Subrecipient's duly authorized representatives.

Paragraph 1.3. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders/budget revisions, 5) the exhibits, and 6) portions of Subrecipient's proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY

Paragraph 2.0. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. SUBRECIPIENT SERVICES

Paragraph 3.0. The County retains Subrecipient and Subrecipient accepts retention by the County to render services as made part of this Contract by reference and attached hereto as EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 3.1. Subrecipient represents and the County acknowledges that it will assign and designate To Our Shores, Inc. to render the services defined and required herein.

Paragraph 3.2. Subrecipient represents that **Miyesha Cheeks, Executive Director** is authorized to bind and enter into Contract on behalf of Subrecipient.

Paragraph 3.3. Subrecipient represents that To Our Shores, Inc. is an eligible public and/or

private non-profit health and/or support service provider and has provided documentation in the form of official notification of their 501(c) (3) status from the Federal Internal Revenue Service (IRS) as appropriate.

Paragraph 3.4. Subrecipient shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

ARTICLE 4. SCOPE OF DUTIES

Paragraph 4.0. Upon execution of this Agreement, Subrecipient shall commence providing HIV-related health and support services in accordance with the priorities described in Request for Proposal 21RFPRW0708B-EC Ending the HIV Epidemic Phase III and with the goals and objectives approved by the County which are described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget*.

Paragraph 4.1. Unless modified in writing by both parties in the manner specified in the agreement, duties of Subrecipient shall not be construed to exceed those services specifically set forth herein. Subrecipient agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT A23: *Work Plan Goals and Objectives tied to Approved Budget* and EXHIBIT B23: *Approved Budget and Budget Justification*.

ARTICLE 5. MODIFICATIONS

Paragraph 5.0. This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties. Similarly, no agreement that affects the provisions of this Agreement will be valid unless in writing and executed by the County and the Subrecipient, except as provided below.

Paragraph 5.1. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director, Department for HIV Elimination (DHE) or his or her designee and the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 5.2. The Director, DHE is hereby authorized to approve and execute EtHE contract modifications for renewals of this Agreement provided the renewal is at the same terms and conditions as the original Agreement, with no intervening changes. However, the Director, DHE may approve modifications to add program requirements that are directly passed down from Health Resources and Services Administration ("HRSA"), as the funding agency.

ARTICLE 6.0. CONTRACT TERM

Paragraph 6.0. This agreement is effective on March 1, 2023, for a two-year term ending on February 28, 2025.

Paragraph 6.1. Commencement Term. The "Commencement Term" of this Agreement shall begin on March 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 28th day of February 2025. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement.

ARTICLE 7. COMPENSATION FOR SERVICES

Paragraph 7.0. Subject to the availability and disbursement of federal funds, the legislatively approved services described in EXHIBIT A23 and EXHIBIT B23 herein shall be performed by Subrecipient for an allocation of EtHE funds, in an amount not to exceed **\$563,448.00 in FY23, and \$563,448.00 in FY24**. The actual amount awarded to the Subrecipient at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 7.1. The award amount includes a contingency amount of \$100,000.00 for FY2023. The award amount includes a contingency amount of \$100,000 for FY2024. These funds are not available to the Subrecipient unless or until a purchase order is issued authorizing expenditure of these funds. Authorization to expend contingency funds shall be at the discretion of the Director, DHE and shall be issued in writing.

Paragraph 7.2. Intentionally left blank.

Paragraph 7.2a. The budget attached to Contract in EXHIBIT B23 Approved Annual Budget is a complete, approved FY2023 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.2.b. For FY2024, subrecipient must submit a draft FY2024 Work Plan and FY2024 budget to the designated DHE Project Officer no later than **January 31, 2024**. After the subrecipient and the designated DHE Project Officer agree on a negotiated budget and work plan and the negotiated budget and work plan are approved by the DHE Director, these items will become a part of this agreement as EXHIBIT A24 FY2024 Work Plan Goals and Objectives tied to Approved Budget and EXHIBIT B24 Approved Annual Budget respectively.

EXHIBIT B24 Budget shall then be a complete, approved FY2024 budget for expenditures of all EHE funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 7.3. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) and within priority category is authorized.

ARTICLE 8. GENERAL SUBRECIPIENT REQUIREMENTS

Paragraph 8.0. Subrecipient agrees that it will participate in a community-based continuum of care which is defined as: *A continuum of care is a term which encompasses the comprehensive range of services required by individuals or families with HIV infection in order to meet their health care and psychosocial service needs throughout the course of their illness. The concept of a continuum suggests that services must be organized to respond to the individual's or family's changing needs in a holistic, coordinated, timely, and uninterrupted manner which reduces fragmentation of care.*

Paragraph 8.1. DHE is implementing an integrated cloud-based data management system for: tracking all individuals who receive services supported by EtHE or Part A funds, contracting, reporting, subrecipient reimbursement, quality management, evaluating client satisfaction, client eligibility documentation records management, and a client portal through a system known as e2Fulton. Subrecipient will be expected to utilize e2Fulton.

Paragraph 8.2. Subrecipient agrees to participate in the centralized Ryan White data system for tracking all individuals who receive services supported by EtHE or Part A funds. In order to comply with the participation requirements, including reporting of all required variables for Ryan White Services Report (RSR), Subrecipient shall directly enter data using the most current version of e2Fulton or be able to import required data into the most current version of e2Fulton (Reference *PPPN-Use of e2Fulton in Documenting Eligibility*).

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Paragraph 8.3. Intentionally left blank.

Paragraph 8.4. In order to reduce the administrative burden to clients and Subrecipients of collecting and maintaining client Ryan White eligibility documents, Subrecipient agrees to participate in the uploading, updating, and sharing of client eligibility documents via e2Fulton.

In order to obtain client consent for the sharing of such documentation Subrecipient will obtain client consent using the form developed by the Department for HIV Elimination and available at www.ryanwhiteatl.org. Once e2Fulton's client level database is fully operational the consent must be uploaded into e2Fulton before a client's service data can be entered.

Paragraph 8.5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance** must be entered into within 30 calendar days after the execution of the contract.

Paragraph 8.6. The Subrecipient will be responsible for entering line-item budgets by priority

service category (as approved through the proposal review and budget negotiations), and service units into e2Fulton within 30 calendar days following the execution of the contract. Any budget revision requests must be made using the DHE form and be submitted via e2Fulton.

Paragraph 8.7. The subrecipient shall submit all required programmatic, fiscal, and quality management reports via e2Fulton.

Paragraph 8.8. Subrecipient agrees to participate in the EMA's needs assessment processes to provide information that will lead to the development of a continuous quality improvement system.

Paragraph 8.9. Subrecipient agrees to undertake and maintain quality management program(s) and quality service indicators for each Part A funded service provided to ensure that persons living with HIV disease, who are eligible for treatment and health related support services, get those services and that the quality of those services meet certain approved criteria (i.e., Eligible Metropolitan Area (EMA) adopted service standards of care, Public Health Service (PHS) treatment guidelines). (Reference ***PPPN-033 Quality Improvement.***)

The Subrecipient's annual Quality Management Plan shall be submitted via e2Fulton no later than 60 calendar days following the execution of the contract.

Through quality management efforts, Subrecipient should be able to identify problems in service delivery that impact health-status outcomes at the client and system levels. As part of the County's site visit protocols and other monitoring efforts, Subrecipient shall be required to provide documentation that such program/systems are in use. (Reference ***PPPN-033 Quality Management Site Visits.***)

Paragraph 8.10. Subrecipient agrees to administer and/or facilitate client participation in the EMA's program-wide standardized client satisfaction surveys to monitor the quality of the services provided and to measure the level of consumer satisfaction.

Paragraph 8.11. Subrecipient agrees to administer and/or facilitate client participation in the EMA's Needs Assessment to identify barriers and gaps in services.

Paragraph 8.12. Subrecipient agrees to implement and maintain a Consumer Advisory Board to obtain input from clients in the design and delivery of services. Subrecipient shall provide, with each quarterly report, documentation of Consumer Advisory Board meetings, membership, and minutes.

Paragraph 8.13. If Subrecipient receives funding for the provision of Outpatient/Ambulatory Health Services under this contract, Subrecipient shall be expected to meet the OAHS Expectations set forth in Appendix V of the Part A Request for Proposals.

Paragraph 8.14. Subrecipient agrees that in the performance of the Agreement, it will comply with all lawful agreements, if any, which the Subrecipient has made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause

inconvenience, picketing or work stoppage.

Paragraph 8.15. Subrecipient agrees that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Estimated average cost of providing each category of HIV-related services provided with Part A funds and the extent to which such costs were paid by third-party payers;
- Estimated number of units of service for each category of HIV-related services provided with Part A funds;
- Estimated cost of providing a unit of service under each category of HIV-related services provided with part A funds.

Paragraph 8.16. Intentionally left blank.

Paragraph 8.17. Subrecipient agrees to assign at its own expense one individual to serve as the Fiscal Designee to serve as its representative on all financial matters related to this Contract. The Fiscal Designee may not also serve as the Programmatic Designee.

Paragraph 8.18. Subrecipient agrees to assign at its own expense one individual to serve as the Programmatic Designee to serve as its representative on all programmatic matters related to this Contract. The Programmatic Designee may not also serve as the Fiscal Designee.

Paragraph 8.19. Subrecipient agrees to assign at its own expense one individual to serve as the Data Designee to serve as its representative on all data and information technology matters related to this Contract.

Paragraph 8.20. Subrecipient agrees to assign at its own expense one individual to serve as the Quality Management Designee to oversee all quality management activities and attend quality management meetings.

Paragraph 8.21. Intentionally left blank.

Paragraph 8.22. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. shall be provided to County at the time the contract signed by the duly authorized individual is returned to the County for signature and processing. The Subrecipient will be responsible for entering name(s) of designee(s) referenced in Paragraphs 8.17-8.21 into e2Fulton by April 1 of the fiscal year. Notification of changes in the individual(s) serving as the designees shall be provided in e2Fulton no later than 14 days after the change.

Paragraph 8.23. Intentionally left blank.

Paragraph 8.24. Any Subrecipient receiving EtHE funds to develop, purchase or distribute health education materials (e.g., brochures) must have prior approval by the County for each item.

Paragraph 8.25. In the provision of services under this contract, Subrecipient will comply with

Ryan White Part A quality management standards and measures. The purpose of the Ryan White Part A quality management standards and measures is to ensure that a uniformity of service exists in the Atlanta Eligible Metropolitan Area (EMA) such that the consumers of a service receive the same quality of service regardless of where the service is provided. If an agency is unable to meet a particular standard, the agency must document why the standard was unable to be met and explain the steps it is taking to meet that standard.

Paragraph 8.26. QUARTERLY PROGRAMMATIC REPORTS. Subrecipient agrees to provide quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the EtHE Program and other applicable regulations (reference ***PPPN-055 Quarterly Reports***). Quarterly programmatic reports shall consist of, but not be limited to, narrative and quantitative information indicating progress toward meeting goals and objectives as well as the number and demographic characteristics of clients served. Quarterly programmatic reports must be submitted via e2Fulton not later than the 20th business day after the close of each quarter. If a deadline falls on a weekend, the report must be received on the Friday prior to the deadline to be considered on time. Quarterly programmatic reports must use the DHE form and be signed by Subrecipient's approved Programmatic, Fiscal and Data Designees.

Paragraph 8.27. Subrecipient shall provide County with projected spending plans as detailed in ***FPPN-002: Budget Spend Plan***. Budget spend plans must be submitted via e2Fulton.

Paragraph 8.28. The Subrecipient shall implement a sliding fee scale policy in conformance with Ryan White HIV/AIDS Program requirements. Subrecipient agrees that in the provision of services with assistance provided under EtHE, charges to any individual for services shall be made in accordance with the provision of the Ryan White Program, Section 2605 (e) as described in ***FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges*** incorporated herein by reference.

The schedule of charges must be displayed in a conspicuous location(s) available to clients.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of policies that any fees charged for Part A services must be in accordance with the provision of the RWHAP, Section 2605 (e) as described in ***FPPN-010.1 Imposition of Charges, Fee Schedule, and Cap on Client Charges***.

Paragraph 8.29. Subrecipient agrees to assign appropriate staff, including the identified programmatic and fiscal designees, to attend all Ryan White and/or EtHE Providers' Meetings.

Paragraph 8.30. Subrecipient agrees to participate in regular progress officer calls and webinars which are designed to provide valuable technical assistance to Subrecipient, discuss areas of concern, and gather additional information.

Paragraph 8.31. Subrecipient is strongly encouraged to utilize the services of a qualified accountant to ensure fiscal policies, procedures, and practice comply with the requirements of

the Uniform Guidance and Ryan White legislation and regulations.

Paragraph 8.32. As the Prime Awardee, Fulton County is required to provide the following information for any federal reports required by Subrecipient:

1. Federal Award Identification Number (FAIN): 6 UT8HA3393-02-01
2. Federal Award Date: 03/02/2021
3. Federal Awarding Agency: U.S. Department of Health and Human Services (HHS) - Health Resources and Services Administration (HRSA)
4. Pass-Through Entity: Fulton County Government, Board of Commissioners, 141 Pryor Street, SW, Atlanta, GA 30303
5. CFDA Number and Title: 93.686 Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B
6. Project Description: Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B provides direct financial assistance to jurisdictions identified in the legislation as eligible for funding. For Atlanta, the four jurisdictions are Cobb, DeKalb, Fulton, and Gwinnett Counties. The purpose of the program is to reduce new cases of HIV.

ARTICLE 9. INVOICING AND PAYMENT

Paragraph 9.0. Using e2Fulton, Subrecipient shall electronically submit for reimbursement for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding month. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Paragraph 9.1. Subrecipient agrees to electronically submit for reimbursement via the Electronic Contract Management (ECM) module of e2Fulton for the previous month's expenses not later than the 20th business day of each month with three exceptions:

1. Fulton County shall advance payment to Subrecipient to allow for adequate cash flow to implement services as described in ***FPPN-009: Advance Payment to Subrecipients***. Reconciliation of this amount must occur as expeditiously as possible. If an advance has been provided, the agency's reimbursement in the next month shall be reduced by the amount of the advance. In the event that the actual reimbursable expenses in the first month did not exceed the amount of the advance, the remainder shall be reduced from the second month's payment. In the event that the actual reimbursable expenses in the second month do not exceed the amount of the remainder of the advance, the agency shall remit payment to the County for the remainder due.
2. The first reimbursement submission shall be entered no later than 45 business days after contract effective date.
3. The November reimbursement submission may be entered in two parts:
 - A. A pre-bill may be submitted in November prior to the date at which the Fulton County

Finance Department shuts down to allow for year-end closeout (the actual date shall be provided to the Subrecipient once announced by the Finance Department). Subrecipient may pre-bill for regular monthly expenditures (e.g. salary, fringe, and rent) at an amount equal to 1/12th of the line item.

- B. Another November submission would then be made by the 20th business day of December. This submission would be for the remainder of expenditures accrued in November.

Paragraph 9.2. Failure to submit reimbursement requests according to the timelines may be considered a breach of this Contract allowing the County to terminate this agreement in addition to any other right to which the County may be entitled. The Department for HIV Elimination reserves the right to reduce, reallocate or terminate funds for failure by the Subrecipient to achieve fiscal and/or program objectives as outlined in EXHIBIT A23 and EXHIBIT B23, in a timely manner.

Late submissions received in ECM after the first calendar day of the month may not be paid until the last day of the following month.

Paragraph 9.3. Under the terms of the Uniform Guidance, Fulton County undertakes a risk assessment for each subrecipient and proposed subrecipient. Fulton County's Risk Assessment will determine the frequency with which supporting documentation must be submitted to support a funding request. In ALL instances original documentation must be maintained on site and be available for audit as set forth in ARTICLE 35. **AUDITS AND INSPECTORS.**

Risk Category	Frequency of Submitting Documentation
Low	Provide ALL supporting documentation once each quarter: March invoice, June invoice, September invoice, January invoice and Final invoice.
Moderate	Every other month provide ALL supporting documentation: March invoice, May invoice, July invoice, September invoice, November invoice, January invoice, and Final invoice.
High	Provide ALL supporting documentation every month.
New Subrecipient	Provide ALL supporting documentation every month.

Paragraph 9.4. Subrecipient agrees to maintain and submit the necessary supporting documentation to verify the cost in the Reimbursement Request as detailed in ***Program Manual of Policies and Procedures*** and ***PPPN-013***.

Paragraph 9.7. Additional items which must be submitted with the first Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.8. Additional items which must be submitted with the final Reimbursement Request are described in ***PPPN-013***.

Paragraph 9.9. Closeout and Final Reimbursement Submission. The final submission must include a certification signed by the official authorized to legally bind Subrecipient as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812, 45 CFR 75.415(a)).”

Paragraph 9.10. Payment of Subcontractors/Suppliers: The Subrecipient must certify in writing that all subcontractors of the Subrecipient and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Subrecipient is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime Subrecipient shall pay all subcontractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Paragraph 9.11. If, in the County's opinion, the Subrecipient fails to provide all necessary and appropriate documentation required pursuant to this Contract, as identified to the Subrecipient by the County, the County shall have the authority to delay the processing and payment of any or all EtHE funds until such documentation has been satisfactorily submitted.

Paragraph 9.12. If, in the County's opinion, the Subrecipient submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all Part A payments until such time that the errors have been corrected.

Paragraph 9.13. In order to ensure the availability of services to EtHE clients throughout the contract period monthly charges shall not exceed one-twelfth of any awarded line item amount unless otherwise preapproved by the assigned DHE Project Officer.

Paragraph 9.14. County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Subrecipient when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Paragraph 9.15. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit via direct deposit Subrecipient payments called for under this Agreement after receipt of a correct reimbursement submission and required documentation which are within the approved budget and provided that Subrecipient is not currently in default under any of the terms of this Agreement. Subrecipient agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not

upon budgeted amounts.

Paragraph 9.16. Acceptance of Payments by Subrecipient; Release. The acceptance by the Subrecipient of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Subrecipient for work performed or furnished for or relating to the service for which payment was accepted, unless the Subrecipient within five (5) business days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

Paragraph 9.17. Parties hereto expressly agree that the above contract terms shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, pursuant to O.C.G.A. § 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Paragraph 9.18. It is the Subrecipient's duty to register with the County for direct deposit.

ARTICLE 10. FUNDING EXCLUSIONS AND RESTRICTIONS

Paragraph 10.0. Subrecipient shall use funds in accordance with federal requirements and shall not use Part A funds for unallowable costs including those listed herein, in the "***Program Manual of Policies and Procedures***" incorporated herein by reference and available at www.ryanwhiteatl.org "***PPPN-004: Funding Exclusions and Restrictions***" incorporated herein by reference and available at www.ryanwhiteatl.org, and in the RFP incorporated herein by reference.

Paragraph 10.1. Subrecipient agrees that EtHE funds will not be used to supplant or replace state and local HIV-related funding or in-kind resources expended by Subrecipient for HIV-related services during the contract period beginning March 1, 2023 and ending February 28, 2025.

Paragraph 10.2. Subrecipient agrees that EtHE funds may not be used to purchase or improve land or to purchase, construct or make permanent improvements to any building, except for minor remodeling as specifically approved in Subrecipient budget.

Paragraph 10.3. Subrecipient agrees that EtHE funds may not be used to make payments to recipients of services. Subrecipient shall maintain documentation that all provider staff have been informed of policies that forbid use of Ryan White funds for cash payments to service recipients.

Paragraph 10.4. Subrecipient agrees that EtHE funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Subrecipient shall maintain documentation that all fiscal and intake staff have been informed of

policies that direct that funds will not be used to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, by another third party benefits program or by an entity that provides services on a prepaid basis.

Paragraph 10.5. Subrecipient agrees that no funds will be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.

Paragraph 10.6. Subrecipient agrees that no funds will be used for the purchase of vehicles without written County approval based upon prior approval from HRSA.

Paragraph 10.7. Subrecipient agrees that no funds will be used for non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.) or for broad scope awareness activities about HIV services that target the general public.

Paragraph 10.8. Subrecipient agrees that no funds will be used for influencing or attempting to influence members of Congress and other Federal personnel.

Paragraph 10.9. Subrecipient agrees that no funds will be used for outreach activities that have HIV prevention education as their exclusive purpose.

Paragraph 10.10. Subrecipient agrees that no funds awarded under this contract will be used for foreign travel.

Paragraph 10.11. Subrecipient agrees that no funds awarded under this contract shall be used to support employment, vocational, or employment-readiness services.

Paragraph 10.12. Subrecipient agrees that no funds awarded under this contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless otherwise preapproved by HRSA.

Paragraph 10.13. Subrecipient agrees that no funds awarded under this contract shall be used to support the portion of any space, expenses, or staff position **not** devoted to EtHE activities.

Paragraph 10.14. Subrecipient agrees that no funds awarded under this contract shall be used for purchase of equipment costing \$25,000 without prior written approval by the County based upon prior approval by HRSA.

Paragraph 10.15. Subrecipient agrees that funds awarded under this contract shall not be used for inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Paragraph 10.16. Subrecipient agrees that no funds awarded under this contract shall be used for the following activities or to purchase these items:

- Clothing

- Funeral, burial, cremation or related expenses
- Local or State personal property taxes (for residential property, private automobiles, or any other personal property against which taxes may be levied)
- entertainment costs; this includes the cost of amusements, social activities, and related incidental costs
- Household appliances
- Pet foods or other non- essential products
- Off-premise social/recreational activities or payments for a client's gym membership
- PrEP or nPEP medications or primary care services, as the person using PrEP or nPEP is not living with HIV, and therefore is not eligible for Ryan White funded medications
- Out-of-state travel, research projects, clinical trials, or fund raising activities (including salaries, supplies, etc.)

Paragraph 10.17. Voucher and store gift card programs shall be administered in a manner which assures that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services (funds may not be used for the purchase of alcohol, tobacco products, or firearms). General-use prepaid cards that are cobranded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and are not allowable.

Paragraph 10.18. Subrecipient shall spend no more than 10% of the mount awarded under this contract for administrative costs, including federally approved indirect cost or government authorized cost allocation plan. Administrative costs include rent, utilities, facility costs along with costs of management oversight including program coordination; clerical, financial, and management staff not directly related to patient care; program evaluation, liability insurance, audits; and equipment not directly related to patient care. The combined total of indirect costs and administrative costs cannot exceed 10% of the agency award. **(Including those listed herein and in the "Program Manual of Policies and Procedures" and PPPN-013: 10% Administrative Cap)**

Paragraph 10.19. Subrecipient is expected to maintain documentation of the following which shall be made available to DHE and HRSA upon request and during EtHE site visits:

- Document, through job descriptions and time and effort reports, that the administrative activities are charged to administration of the activities under this contract and cost no more than 10% of the total grant amount
- Document that no activities defined as administrative in nature are included in other EtHE budget categories
- If using indirect cost as part or all of its 10% administration costs, obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs
- Written procedures, allocation journals, and/or manuals should explain the methodology used to allocate and track EtHE costs, including direct service costs and administrative costs. The allocation journal should contain written procedures that are easy to follow and can be "re-performed" by an auditor.

ARTICLE 11. PERSONNEL

Paragraph 11.0. Subrecipient shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Subrecipient on all manners pertaining to this contract. Subrecipient represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Subrecipient under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Paragraph 11.1. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s) or designee(s), listed key personnel or Sub-Subrecipient performing services on this Project by Subrecipient. No changes or substitutions shall be permitted in Subrecipient's key personnel or Subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or Subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Paragraph 12.0. If, through any cause, Subrecipient shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by Subrecipient, the County shall thereupon have the right to suspend the Contract in whole or in part.

Paragraph 12.1. Suspension Notice: Should the County exercise its right to suspend this Agreement under the provisions of this paragraph, the suspension shall be accomplished in writing and shall specify the reason and effective date. Upon receipt of a suspension notice, the Subrecipient must, unless the notice requires otherwise:

1. Immediately discontinue suspended services on the date and to the extent specified in the notice;
2. Shall not incur obligations after date of notice until such time that the Subrecipient has received written notice by the County that the suspension has been revoked and obligations may resume;
3. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
4. Take any other reasonable steps to minimize costs associated with the suspension.

Paragraph 12.2. Notice to Resume: Upon receipt of notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

Paragraph 12.3. In lieu of suspension, the County may withhold the payment of reimbursement requests until provisions or stipulations in question are cured to the County's satisfaction.

ARTICLE 13. DISPUTES

Paragraph 13.0. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Department for HIV Elimination. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Subrecipient. The Subrecipient shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Subrecipient shall proceed diligently with performance of the Agreement and in accordance with the decision of the Office of the Internal Audit's designated representative.

ARTICLE 14. GRIEVANCE PROCEDURES

Paragraph 14.0. Subrecipient agrees to have in place a grievance process by which client complaints against the agency with respect to funded services might be addressed (a Part A approved grievance procedure would suffice). A copy of the Subrecipient's grievance process must be submitted with the first request for reimbursement for services under this Agreement unless a copy of Subrecipient's Grievance Procedures has been submitted in the last two years.

Paragraph 14.1. Subrecipient agrees to provide notification of the Grievance Procedures of the Subrecipient to all clients for rendered services in accordance with this Contract and such provision of information shall be documented within the files of the agency.

Paragraph 14.2. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.

ARTICLE 15. TERMINATION

Paragraph 15.0. This contract shall terminate no later than 11:59 p.m. on February 28, 2025.

Paragraph 15.1. This contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this contract must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination. Subrecipient will submit final Reimbursement Request not later than 45 days after the effective date of written notice of termination. Upon notice of termination date, Subrecipient shall not incur obligations after date of notice to County.

Paragraph 15.2. If for any reason the Subrecipient is unable to render the approved services, the Subrecipient must notify the County in writing within five (5) days of the decision to allow ample time to develop a contingency plan to address the loss of the services.

ARTICLE 16. TERMINATION OF AGREEMENT FOR CAUSE

Paragraph 16.0. Either County or Subrecipient may terminate work under this Agreement in the

event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Paragraph 16.1 Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Paragraph 16.2. TIME IS OF THE ESSENCE and if the Subrecipient refuses or fails to perform the work as specified in **EXHIBIT A23 and EXHIBIT B23** and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

Paragraph 16.3. The County may, by written notice to Subrecipient, terminate Subrecipient's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Subrecipient shall be required to provide all copies of finished or unfinished documents prepared by Subrecipient under this Agreement to the County.

Paragraph 16.4. Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Paragraph 16.5. Whether or not the Subrecipient's right to proceed with the work has been terminated, the Subrecipient shall be liable for any damage to the County resulting from the Subrecipient's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Subrecipient to complete the project.

ARTICLE 17. TERMINATION FOR CONVENIENCE OF COUNTY

Paragraph 17.0. Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Subrecipient. If the Agreement is terminated for convenience by the County, as provided in this article, Subrecipient will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Subrecipient which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Paragraph 17.1. If, after termination, it is determined that the Subrecipient was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 18. WAIVER OF BREACH

Paragraph 18.0. The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 19. INDEPENDENT CONTRACTOR STATUS

Paragraph 19.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent Subrecipient between the County and Subrecipient. Under no circumstances shall Subrecipient, its directors, officers, employees, agents, successors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 19.1. Subrecipient acknowledges that its directors, officers, employees, agents and assigns shall have no right or redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE 20. ASSURANCES AND CERTIFICATIONS

Paragraph 20.0. Subrecipient agrees to comply with federal and state laws, rules and regulations of the County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, gender, handicap, age, sexual orientation, national origin, or disability. Subrecipient shall notify current clients and all other individuals presenting for services provided through Part A funds of this nondiscrimination policy.

Paragraph 20.2. Subrecipient agrees to provide services without regard to an individual's ability to pay and current or past health condition. Subrecipient shall have billing, co-pay, and collection policies and procedures that do not:

- Deny services for non- payment
- Deny payment for inability to produce income documentation
- Require full payment prior to service
- Include any other procedure that denies services for non-payment

Subrecipient shall maintain documentation that all provider staff have been informed of these requirements.

Paragraph 20.3. Subrecipient agrees to comply with federal certifications regarding debarment and suspension, drug-free workplace requirements, Program Fraud Civil Remedies Act, and environmental tobacco smoke described in PHS-5161-1 and included as Attachment E. EXHIBIT E shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.4. Subrecipient agrees to comply with federal "Assurances - Non-Construction Programs" (Standard Form 424B) incorporated as EXHIBIT F. EXHIBIT F shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2.

Paragraph 20.5. Subrecipient agrees that federal prohibitions and requirements related to

lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Paragraph 20.6. Subrecipient acknowledges that the County discourages the employment of the relatives by blood or marriage of Subrecipient or its employees. Such relationship shall not be an automatic barrier to hiring, but shall require the Subrecipient to obtain the written approval of the County. Willful and intentional failure to disclose such a relationship, including such relationships which might pre-exist this contract, may be cause for suspension or termination of this contract. This requirement shall not be construed to convert the Subrecipient into an employee of the County. Subrecipient remains an independent contractor/subrecipient as is set forth in Article 19 hereof.

Paragraph 20.7. Subrecipient will maintain HIV-related expenditures at a level that is at least equal to and not less than the level of such expenditures by the Subrecipient for the one year period preceding the fiscal year covered by this contract.

Paragraph 20.8. Services will be provided in settings accessible to low-income persons with HIV disease. Subrecipient shall ensure that the setting is accessible by public transportation or shall provide transportation assistance.

Paragraph 20.9. Subrecipient shall comply with Americans with Disabilities Act requirements.

Paragraph 20.10. The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (the National CLAS Standards) are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. Subrecipient shall integrate the principles and activities of culturally and linguistically appropriate services in accordance with National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

Refer to: <http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>

Paragraph 20.11. Subrecipient agrees to comply with federal Legislative Mandates set forth in the most current Consolidated Appropriations Act. EXHIBIT G. shall be signed by the Subrecipient's duly authorized representative noted in Paragraph 3.2 and returned to the County.

ARTICLE 21. ACCURACY OF WORK

Paragraph 21.0. Subrecipient shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Subrecipient of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Subrecipient shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Subrecipient. Subrecipient shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 22. REVIEW OF WORK

Paragraph 22.0. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Subrecipient, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Subrecipient of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 22.1. County may request at any time and Subrecipient shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Subrecipient to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Subrecipient until Subrecipient complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Subrecipient.

Paragraph 22.2. Subrecipient agrees to participate in site visits/programmatic reviews conducted by the County Staff. Subrecipient agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 22.3. Subrecipient agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Subrecipient agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Subrecipient must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

ARTICLE 23. INDEMNIFICATION

Paragraph 23.0. Article 23 does not apply to local health departments or other governmental entities including the State of Georgia's Department of Public Health.

Paragraph 23.1. Subrecipient hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Subrecipient, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise, in connection (directly

or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Paragraph 23.2. Subrecipient obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Paragraph 23.3. Subrecipient further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Subrecipient. These indemnities shall not be limited by reason of the fisting of any insurance coverage.

Paragraph 23.4. These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 24. CONFIDENTIALITY AND HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

Paragraph 24.0. The Subrecipient agrees to abide by all state and federal laws, rules and regulations and County policy respecting confidentiality of an individual's records. Subrecipient further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

Paragraph 24.1. Subrecipient shall have written procedures to ensure that staff will maintain the confidentiality of client records related to the services provided under this contract.

Paragraph 24.2. Both parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder, as the same may be amended and supplemented from time to time (collectively referred to herein as "HIPAA").

Paragraph 24.3. The parties recognize a common goal of securing the integrity of all individually identifiable health information and according that information the highest possible degree of confidentiality and protection from disclosure. The parties will use their best efforts in that regard. All individually identifiable health information (including information related to patients/clients whose identities may be ascertained by the exercise of reasonable effort through investigation or through the use of other public or private databases) shall be treated as

confidential by the parties in accordance with all federal, state, and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information, including, but without limitation, to the extent that each party is subject to it, HIPAA. The parties agree to take such additional steps and/or to negotiate such amendments to this Agreement as may be required to ensure that the parties are and remain in compliance with HIPAA and official guidance.

Paragraph 24.4. Subrecipient, if a covered entity, must be in full compliance with HIPAA. This includes but is not limited to all privacy, transactions and code sets and security requirements in effect now or that may be in effect at any time in the future. Any and all associated costs for Subrecipient to comply with the HIPAA laws shall be borne by Subrecipient. All HIPAA compliance dates must be satisfied and Subrecipient must provide written assurance demonstrating the ability to meet all compliance deadlines upon request by County's Privacy Officer. This includes maintaining a Contingency Plan to assure the continuation of operations consistent with HIPAA. This plan shall have been tested and copies made available to the County upon request. Subrecipient is required to fully cooperate with any and all audits, reviews and investigations conducted by County, Centers for Medicare & Medicaid Services ("CMS"), Office of Civil Rights or any other governmental agencies, in connection with HIPAA compliance matters.

Paragraph 24.5. Subrecipient, if a covered entity, may receive, use and disclose protected health information as permitted or as required by law. This includes disclosure of protected health information to the Department for HIV Elimination (as a covered entity) in connection with treatment, payment or operations, including Ryan White operations and as required by this Agreement.

Paragraph 24.6. In the course of undertaking the Scope of Work in this Agreement, Subrecipient will be sharing individually identifiable health information with the Department for HIV Elimination. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with Fulton County on behalf of the Department for HIV Elimination.

Paragraph 24.7. In the course of undertaking the Scope of Work in this Agreement, Subrecipient may work with agencies and entities that are subrecipients of funding via Fulton County HIV grants and have access to individually identifiable health information. The Subrecipient shall be responsible for entering into any necessary Business Associate Agreements and/or confidentiality agreements with said agencies and entities.

Paragraph 24.8. Subrecipient is responsible for obtaining client consent for the sharing of PHI with the Department for HIV Elimination and other subrecipients of Part A funding.

ARTICLE 25. CONFIDENTIALITY OF WORK

Paragraph 25.0. Each party may disclose to the other party information that is confidential or proprietary "Confidential Information". Confidential Information includes information and materials related to the business, affairs and/or procedures of the disclosing party, or to the designs, programs, flowcharts and documentation of the disclosing party's

information technology, whether or not owned by that party.

The party receiving Confidential Information will not, and will cause each of its employees, agents, subcontractors and affiliates not to, either during or after the term of this Agreement: (a) disclose any Confidential Information to any third party or to any employee, agent, subcontractor or Affiliate other than on a "need to know" basis; or (b) use Confidential Information for any purpose other than in the performance of this Agreement. The receiving party will hold in confidence the Confidential Information and will use Confidential Information solely to perform its obligations under this Agreement. The receiving party will take all reasonable precautions necessary to safeguard the disclosing party's property, including Confidential Information. Upon the disclosing party's request, the receiving party will return all Confidential Information. In the event that the receiving party or any of its employees, agents, subcontractors or Affiliates is required by applicable law, regulation or legal process to disclose any Confidential Information, the receiving party will (a) disclose such Confidential Information only to the extent its legal counsel determines such disclosure is required; (b) notify the disclosing party immediately so that the disclosing party may seek a protective order or other appropriate remedy; and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Notwithstanding this clause, Subrecipient recognizes the County's obligation to comply with Georgia's Open Records requirements.

Paragraph 25.1. The Subrecipient shall maintain the confidentiality of all reports, information, or data, furnished to, or prepared by, the Subrecipient under this Agreement, unless such information is: a) previously known to the Subrecipient; b) generally available to the public; c) subsequently disclose to the Subrecipient by a third-party who is not under an obligation of confidentiality with the County; or, d) independently developed by the Subrecipient.

Before publishing or presenting any of these reports, information, or data, the Subrecipient shall obtain the prior written consent of the Director, Department for HIV Elimination. The Subrecipient shall inform its officers, directors, employees, and agents of the requirements of this section and shall enforce compliance with these requirements by its officers, directors, employees, and agents.

Paragraph 25.2. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Subrecipient without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Subrecipient, but should any such information be released by County or by Subrecipient with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

Paragraph 25.3. This Article survives the expiration or earlier termination of this agreement.

ARTICLE 26. OPEN RECORDS ACT

Paragraph 26.0. The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this

Agreement. The Subrecipient acknowledges that any documents or computerized data provided to the County by the Subrecipient may be subject to release to the public. The Subrecipient also acknowledges that documents and computerized data created or held by the Subrecipient in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Subrecipient shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Subrecipient shall notify the County of any Open Records Act requests no later than 24 business hours following receipt of any such requests by the Subrecipient. The Subrecipient shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 27. **PUBLICITY**

Paragraph 27.0. Subrecipient agrees that any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Subrecipient, shall not identify the County as a sponsoring agency without prior approval. In addition, the Subrecipient shall not display the County name or logo in any manner, including, but not limited to, display on Subrecipient's letterhead or physical plant without the prior written authorization of the County.

ARTICLE 28. **INTANGIBLE PROPERTY**

Paragraph 28.0. Except as otherwise provided in terms and conditions of this Contract, the subrecipient or the County is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Contract. Should any copyright materials be produced as a result of this Contract, the County shall reserve a royalty free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for governmental purposes.

ARTICLE 29. **TANGIBLE PROPERTY**

Paragraph 29.0. Subrecipient agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement to be submitted at the close of the year with the final invoice. Property records shall be maintained accurately (including those listed herein and in the ***“Program Manual of Policies and Procedures” and FPPN-003: Property Standards***) and shall include:

- A description of the property;
- Manufacturer's serial number, model number, national stock number, or other identification number;
- Source of the property including federal program name;
- Acquisition date (or date received, if the property was furnished by the County) and cost;
- Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired;
- Unit acquisition cost;
- Property decal number;

- Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior County written approval.
- A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Subrecipient shall promptly notify the County.

Paragraph 29.1. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Paragraph 29.2. Upon termination of any service program included in this Agreement, or in the event this Agreement terminates prior to expiration or is not renewed, Subrecipient agrees to properly return all County property according to County protocols.

Paragraph 29.3. The Subrecipient agrees that this equipment cannot be transferred or otherwise disposed of without written County approval.

ARTICLE 30. COVENANT AGAINST CONTINGENT FEES

Paragraph 30.0. Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Subrecipient for the purpose of securing business and that Subrecipient has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 31. INSURANCE

Paragraph 31.0. Subrecipient agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 32. PROHIBITED INTEREST

Paragraph 32.0. Conflict of interest:

Subrecipient agrees that it presently has no interest and shall acquire no interest direct or indirect

that would conflict in any manner or degree with the performance of its service hereunder. Subrecipient further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Paragraph 32.1. Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 33. SUBCONTRACTING

Paragraph 33.0. Subrecipient shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Director, Ryan White Program or his/her designee.

ARTICLE 34. ASSIGNABILITY

Paragraph 34.0. Subrecipient shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Subrecipient without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Subrecipient of such termination. Subrecipient binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 35. AUDITS AND INSPECTORS

Paragraph 35.0. At any time during normal business hours and as often as County may deem necessary, Subrecipient shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

Paragraph 35.1. Subrecipient shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Subrecipient.

Paragraph 35.2. Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County.

Paragraph 35.3. Subrecipient agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Paragraph 35.4. Subrecipient acknowledges and swears by signature below that it has complied with the audit requirements of the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," issued by the U.S. Comptroller General for all previous contracts awarded under the Ryan White Program; false statement herein constitutes a breach of this contract.

Paragraph 35.5. Subrecipient agrees to comply with federal standards for financial management set forth in 45 CFR 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards as well as the “Program Manual of Policies and Procedures” and ***FPPN-006: Financial Management***.

Paragraph 35.6. Subrecipient agrees to comply with the audit requirements set forth in 45 CFR 75 and with either Paragraph 35.6a or Paragraph 35.6b whichever applies under these guidelines.

Paragraph 35.6a. Subrecipient expending \$750,000 or more during the fiscal year in Federal awards must have a Single or Program Specific audit conducted for that year in accordance with 2 CFR 75 Subpart F – Audit Requirements. The audit must be prepared by an independent Certified Public Accountant. Subrecipient must send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.6.b. Subrecipient expending less than \$750,000 during the fiscal year in Federal awards agrees to have a financial statement audit conducted annually by an independent Certified Public Accountant and further agrees to send one copy of the audit to the Ryan White Program Manager and one copy to the Director of Finance, Fulton County Government, within 180 days following the close of Subrecipient's fiscal year. At the County's discretion, this time period may be extended beyond the 180 days.

Paragraph 35.7. Audit reports shall be submitted to:

Director, Department for HIV Elimination	Director of Finance
Fulton County Government	Fulton County Government
137 Peachtree Street	141 Pryor Street, Suite 7001
Atlanta, Georgia 30303	Atlanta, Georgia 30303

Paragraph 35.8. Failure to comply with audit request, or any other terms or conditions of this Contract constitutes cause for termination of Contract, cause for rejection of future applications, and requires return of all monies received under this Contract.

ARTICLE 36. RECORDS

Paragraph 36.0. The state and federal governments and the County shall have access to pertinent books, documents, papers and records of the Subrecipient and any sub-Subrecipient respectively, as applicable, for the purposes of verifying, without limitation, the nature and

extent of applicable cost, and making audit examinations, excerpts and transcripts. The parties and their respective subcontractors' record retention requirements are three years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Paragraph 36.1. Intentionally left blank.

Paragraph 36.2. Intentionally left blank.

Paragraph 36.3. Subrecipient agrees to maintain documentation of positive HIV serostatus in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County or designee. Documentation of serostatus should occur during the client intake process; however, initiation of enrollment may occur with a preliminary positive test result. Acceptable documentation of positive HIV serostatus shall include, but not be limited to, confirmed positive HIV test results, medical provider's diagnosis, viral load lab results, and/or medical therapies prescribed by a medical provider. Documentation shall be primary or refer to the primary documentation in the form of an official, signed statement from the holder of the primary documentation stating that eligibility has been confirmed (including the name of person/organization verifying eligibility, date, and nature and location of primary documentation).

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements regarding serostatus and acceptable proof of HIV status.

Paragraph 36.4. Intentionally left blank.

Paragraph 36.5. For each client served with EtHE funds, Subrecipient agrees to maintain documentation of the provider of primary care (as described in the most current version of "*Fulton County Government Ryan White Part A Program Manual*") services in the client's file on-site and shall make these documents available, within the scope of confidentiality, as may be required during any monitoring activity conducted by the County.

Paragraph 36.6. To the greatest extent possible, the Subrecipient shall provide services to eligible clients without regard to his/her county of residence within the 20-county EMA. Prior approval from the County must be obtained before Subrecipient may limit availability to anything less than the 20 County EMA.

Paragraph 36.7. Subrecipient is required to notify County no less than 24 hours prior to the implementation of any cap on services, limitation of services to serving existing clients only, and/or limitation of new clients to residents of certain geographic areas.

Subrecipient acknowledges that such caps and limitations on clients serve may impact the continuum of care and services for which the Subrecipient is funded under this contract and may result in amendments to this contract and/or changes in funding amounts.

Paragraph 36.8. For each client served, Subrecipient agrees to provide documentation upon request which indicates the Subrecipient's efforts to determine if a client has an eligible third-party payment source (e.g., private insurance, including plans available through the health insurance marketplace, Medicaid, State Children's Health Insurance Plan [SCHIP], and Medicare) and the process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Subrecipient shall maintain documentation that all provider staff have been informed of Part A eligibility requirements for determination of third-party payment source and process for vigorously screening and enrolling clients in all programs for which they are eligible to ensure that Part A funds are the payer of last resort.

Paragraph 36.9. Subrecipient agrees that Oral Health services should be available to persons living with HIV in the EMA. The Subrecipient should, where practicable, provide Oral Health services to individuals who may or may not receive Primary Care at that site.

Paragraph 36.10. Subrecipient agrees to comply with legislative requirements regarding the Medicaid status of providers, specifically that funded providers of Medicaid-reimbursable services must be participating in Medicaid and certified to receive Medicaid payments or able to document efforts underway to obtain such certification.

If Medicaid-covered services are funded, Subrecipient agrees to provide documentation of Medicaid certification.

Paragraph 36.11. Income generated from third-party reimbursements, including 340B reimbursements, must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.11.a. Income generated from payments made by clients in compliance with the sliding fee scale must be reported as program income and must be directed to programs or services which benefit Part A clients. The Subrecipient must maintain records documenting the type and amount of income received and how expended.

Paragraph 36.12. Subrecipient shall maintain documentation that that all staff involved in eligibility determination have been provided annual training in eligibility requirements set forth in this contract.

Paragraph 36.13. Subrecipient shall maintain documentation that eligibility determination policies and procedures do not consider VA health benefits as the veteran's primary insurance and deny access to Ryan White services citing "payer of last resort". Policies and procedures must classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the "payer of last resort" requirement.

Subrecipient shall maintain documentation that all staff determining eligibility have been

informed of policies surrounding veterans with VA health benefits.

Paragraph 36.14. Subrecipient shall maintain job descriptions and time and effort reports sufficient to document that the activities defined in legislation and guidance as administrative are charged to administration of the program and cost no more than 10% of Contract award amount. Subrecipient is expected to maintain documentation supporting the allocation of employee time to administrative and non-administrative duties.

Paragraph 36.15. Subrecipient shall maintain time and effort reports sufficient to document that each employee that is funded with Ryan White Part A funds for an amount less than 100% time and effort (1 Full Time Equivalent) has worked on Part A funded services for an amount no less than the percent of time for which the position is funded.

Paragraph 36.16. If Subrecipient uses indirect cost as part or all of its 10% administration costs, Subrecipient shall obtain and keep on file a federally approved HHS-negotiated Certificate of Cost Allocation Plan or Certificate of Indirect Costs.

Paragraph 36.17. Subrecipient shall maintain a file or files documenting agency activities for the promotion of HIV services to low-income individuals, including copies of HIV program materials promoting services and explaining eligibility requirements.

Paragraph 36.18. Subrecipient shall maintain a reasonable mix of non-traditional hours that best suit the needs of the populations to be served. Non-traditional hours shall include early morning hours, evening hours (after 5:00 pm) and/or weekend hours.

Paragraph 36.19. As specified in *PPPN-001 Client Eligibility*, requiring an individual to have State issued photo identification establishes a lengthy and sometimes costly barrier to care; this also creates an unnecessary barrier to care for undocumented individuals. If Subrecipient's internal policies require State issued photo identification, the lack of such identification shall not delay enrollment in EtHE services, provision of medications, nor result in the discharge of a client from EtHE White Services.

ARTICLE 37. ACCOUNTING SYSTEM

Paragraph 37.0. Subrecipient shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. The Subrecipient's systems must be established to enable tracing of funds to a level adequate for determining if funds were used according to the terms and conditions of the grant contract or other County recommendations.

ARTICLE 38. VERBAL AGREEMENT

Paragraph 38.0. No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Subrecipient to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement,

approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 39. NOTICES

Paragraph 39.0. All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. A copy may also be emailed.

Notices to County shall be addressed as follows:

Jeff Cheek, Director
Department for HIV Elimination
137 Peachtree Street
Atlanta, Georgia 30303
Jeff.cheek@fultoncountyga.gov

With a copy to:

Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance
130 Peachtree Street, SW, Suite 1168
Atlanta, Georgia 30303
Felicia.strong-whitaker@fultoncountyga.gov

Notices to Subrecipient shall be addressed as follows:

DocuSigned by:
Miyesha Cheeks
B215F704D5C7490...
Name: _____
Title: Executive Director
Agency: To Our Shores, Inc
Address: 250 Langley Drive, Suite 1101
City: Lawrenceville State: GA
Zip Code: 30046

ARTICLE 40. JURISDICTION

Paragraph 40.0. This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Paragraph 40.1. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 41.0. During the performance of this Agreement, Subrecipient agrees as follows:

Paragraph 41.0.a. Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.b. Subrecipient will, in all solicitations or advertisements for employees placed by, or on behalf of, Subrecipient state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, gender, sexual orientation, or national origin;

Paragraph 41.0.c. Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42. FORCE MAJEURE

Paragraph 42.0. Neither County nor Subrecipient shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Subrecipient from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 43. TAXES

Paragraph 43.0. The Subrecipient shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Subrecipient which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Subrecipient shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Subrecipient shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Subrecipient for payment of any tax from which it is exempt.

ARTICLE 44. PERMITS, LICENSES AND BONDS

Paragraph 44.0. All permits and licenses necessary for the work shall be secured and paid for by the Subrecipient. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Subrecipient, the Subrecipient shall not be entitled to additional compensation or time.

ARTICLE 45. NON-APPROPRIATION

Paragraph 45.0. This Agreement states the total obligation of the County to the Subrecipient for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Subrecipient in the event the County does not intend to budget funds for the succeeding Contract year.

Paragraph 45.1. Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 46. WAGE CLAUSE

Paragraph 46.0. Subrecipient shall agree that in the performance of this Agreement the Subrecipient will comply with all lawful agreements, if any, which the Subrecipient had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ARTICLE 47. WHISTLEBLOWER PROTECTION

Paragraph 47.0. Subrecipient is aware that the latest whistleblower protection statutes went into effect July 1, 2013. The statute, 41 U.S.C. 4172, applies to all employees working for contactors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Subrecipient Employee Whistleblower Protections." This program requires all grantees, subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program.
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Subrecipients and grantees will include such requirements in any contract made with a subcontractor or subgrantee.

Paragraph 47.1. The statute (41 U.S.C. 4712) states that an "employee of a Subrecipient, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections

cannot be waived by any contract, policy, form, or condition of employment.

Paragraph 47.2. Whistleblowing is defined as making a disclosure “that the employee believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant
- A gross waste of federal funds
- An abuse of authority relating to a federal contract or grant
- A substantial and specific danger to public health or safety
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

Paragraph 47.3. To qualify under the statute, the employee’s disclosure must be made to at least one of the following:

- A Member of Congress, or representative of a Congressional committee
- An Inspector General
- The Government Accountability Office
- A federal employee responsible for contract or grant oversight or management at the relevant agency
- An official from the Department of Justice, or other law enforcement agency
- A court or grand jury
- A management official or other employee of the Subrecipient, subcontractor, grantee, or subgrantee who has responsibility to investigate, discover, or address misconduct.

ARTICLE 48. ANTI-KICKBACK

Paragraph 48.0. Subrecipient shall participate in structured and on-going efforts to avoid fraud, waste and abuse (mismanagement) in any federally funded program.

Paragraph 48.1. Subrecipient shall have in place an “Employee Code of Ethics” and Board Bylaws and policies which includes provisions covering:

- Conflict of Interest
- Prohibition on use of property, information or position without approval or to advance personal interest
- Fair dealing – engaged in fair and open competition
- Confidentiality Protection and use of company assets
- Compliance with laws, rules, and regulations
- Timely and truthful disclosure of significant accounting deficiencies
- Timely and truthful disclosure of non-compliance
- Prohibition of employees (as individuals or entities), from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items
- Proof of employee background checks for staff who will be handling purchasing transactions and financial management systems

Paragraph 48.2. Subrecipients which are Medicare and Medicaid subgrantees shall have in place the required Corporate Compliance Plan.

ARTICLE 49. CLIENT RIGHTS AND RESPONSIBILITIES

Paragraph 49.0. Subrecipient agrees to provide notification of the agency's Clients Rights and Responsibilities to all clients rendered services in accordance with this Contract. Client files shall include an affirmation signed by the client indicating receipt of information required in this paragraph.

Paragraph 49.1. Client Rights and Responsibilities shall include at a minimum:

- Fulton County Non Discrimination Policy
- Title VI Non Discrimination Statement
- Confidentiality statement and/or HIPAA protections
- Transfer information
- Language assistance services
- Participation in service planning
- Agency rules and regulations
- Provision of services regardless of ability to pay

ARTICLE 50. TITLE VI COMPLIANCE

Paragraph 50.0. Subrecipient shall designate at its own expense the individual to serve as the Subrecipient's Title VI Coordinator. The Title VI Coordinator shall be the agency's representative who is responsible for the development and implementation of Subrecipient's Title VI Program.

Paragraph 50.1. The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

Paragraph 50.2. During the performance of this contract, Subrecipient, for itself, its assignees, and successors in interest agree as follows:

Paragraph 50.2.a. Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Paragraph 50.2.b. Nondiscrimination Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of

materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- A. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
- B. In all solicitations either by competitive bidding or negotiations made by the Subrecipient for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- C. Information and Reports
- D. The Subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Fulton County to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to Fulton County as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, Fulton County or The Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Subrecipient under the contract until the Subrecipient complies; and/or
 - Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Subrecipient shall include the provisions of this paragraph paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontractor or procurement as Fulton Count or The Georgia Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request Fulton County enter into such litigation to protect the interests of the state and, in addition, the Subrecipient may request the United States.

Paragraph 50.3. Subrecipient shall provide the following language services to inform persons with Low English Proficiency (LEP) of free services that are available. This information will be provided in a notice in a language that LEP persons will understand:

- Posting signs in areas where the public is likely to read them. These signs will be posted at the front-desk reception area to notify LEP individuals of available services and how to obtain these services.
- Stating in outreach documents (brochures, booklets, pamphlets, and flyers) that language services are available.
- Working with community-based organizations to inform LEP persons of the language assistance availability.
- Including notices in local newspapers in languages other than English.
- Providing notices in non-English language radio and television stations about the availability of language assistance services for important events.
- Using a telephone voice mail menu (if available) in the most common languages
- The vital documents that need to be translated are public involvement, financial information, public information and local assistance. The county will also consider these other vital documents that may require translation/interpretation:
 - Applications or instructions on how to participate in a program or activity or to receive benefits or services.
 - Consent forms.

ARTICLE 51. NATIONAL MONITORING STANDARDS

Paragraph 51.0. Subrecipient shall comply with HRSA's monitoring standards including: Part A Program Fiscal Monitoring Standards, Part A Program Monitoring Standards, and Universal Monitoring Standards (<https://careacttarget.org/library/part-and-b-monitoring-standards>).

ARTICLE 52. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

Paragraph 52.0. As applicable, Subrecipient shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 45 CFR 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

SIGNATURES FOLLOW

IN WITNESS HEREOF, the parties hereto have set their hands and affixed their seals.

FULTON COUNTY, GEORGIA

By:

DocuSigned by:
Robert L. Pitts
BA715B1A26544E7...

Robert L. Pitts, Chairman
Board of Commissioners

09/08/2023
Date

Attest:

DocuSigned by:
Tonya Grier
EEC476C4837648D...

Tonya Grier
Fulton County Clerk to the Commission

ITEM#: 2023-0527 Date: 8/16/2023

APPROVED AS TO FORM:

DocuSigned by:
David Lowman
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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
Jeff Cheek
340753F150D0432...

Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

To Our Shores, Inc
Agency Name
By: Miyesha Cheeks
Typed Name
Executive Director
Title

DocuSigned by:
Miyesha Cheeks
B215F704D5C7490...

Signature
09/07/2023
Date

EXHIBIT A23

FY2023 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(SEE END OF DOCUMENT)

EXHIBIT B23

**FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND
OBJECTIVES**

(SEE END OF DOCUMENT)

EXHIBIT A24

FY24 WORK PLAN GOALS AND OBJECTIVES TIED TO APPROVED BUDGET

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT B24

APPROVED BUDGET AND BUDGET JUSTIFICATION TIED TO GOALS AND OBJECTIVES

(TO BE APPENDED TO THIS AGREEMENT IN 2024)

EXHIBIT C**INDIVIDUAL/FAMILY ANNUAL GROSS INCOME AND TOTAL ALLOWABLE ANNUAL CHARGES****HHS POVERTY GUIDELINES FOR 2021²**

Family Size	100%	200%	300%	400%
1	\$12,880	\$25,760	\$38,640	\$51,520
2	\$17,420	\$34,840	\$52,260	\$69,680
3	\$21,960	\$43,920	\$65,880	\$87,840
4	\$26,500	\$53,000	\$79,500	\$106,000
5	\$31,040	\$62,080	\$93,120	\$124,160
6	\$35,580	\$71,160	\$106,740	\$142,320
7	\$40,120	\$80,240	\$120,360	\$160,480
8	\$44,660	\$89,320	\$133,980	\$178,640

For families/households with more than 8 persons, add \$4,540 for each additional person

INDIVIDUAL/FAMILY ANNUAL GROSS INCOME	TOTAL ALLOWABLE ANNUAL CHARGES
Equal to or below the Official Poverty Level	No Charges Permitted
101 to 200 Percent of the Official Poverty Level	5% or less of Gross Income
201 to 300 Percent of the Official Poverty Level	7% or less of Gross Income
More than 300 Percent of the Official Poverty Level	10% or less of Gross Income

² The 2021 poverty guidelines are in effect as of January 13, 2021 [Federal Register Notice, February 1, 2021 - Full text](#).

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:
Miqesha Cheeks
B215F704D5C7490...

TITLE OF AUTHORIZED CERTIFYING OFFICIAL:

Executive Director

APPLICANT ORGANIZATION:

To Our Shores, Inc

DATE:

09/07/2023

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.

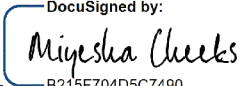
SIGNATURE OF CERTIFYING OFFICIAL	TITLE
DocuSigned by:  B215F704D5C7490...	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
To Our Shores, Inc	09/07/2023

EXHIBIT F

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation

Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

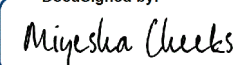
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  B215F704D5C7490...	TITLE Executive Director
APPLICANT ORGANIZATION To Our Shores, Inc	DATE SUBMITTED 09/07/2023

EXHIBIT G**Compliance with Legislative Mandates**

As the duly authorized representative of Contractor/Subrecipient, I certify that the Contractor/Subrecipient:

- (1) **Salary Limitation:**
Shall not use federal grant funds to pay the salary of an individual at a rate in excess of Executive Level II.
- (2) **Gun Control**
Shall not use federal grant funds to advocate or promote gun control.
- (3) **Anti-Lobbying**
 - A. Shall not use federal grant funds, other than for normal and recognized executive legislative relationships, for the following:
 - i. For publicity or propaganda purposes;
 - ii. For the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself;
 - B. Shall not use federal grant funds to pay the salary or expenses of any employee or agent of Fulton County's Ryan White Program and its subrecipients for activities designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - C. The prohibitions in subsections A and B include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (4) **Acknowledgment of Federal Funding (Section 505)**
When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state:

- A. the percentage of the total costs of the program or project which will be financed with Federal money;
- B. the dollar amount of Federal funds for the project or program; and
- C. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(5) (6) **Restriction on Abortions and Exceptions to Restriction on Abortions**

Shall not use federal grant funds for any abortion or for health benefits coverage that includes coverage of abortion. These restrictions shall not apply to abortions (or coverage of abortions) that fall within the Hyde amendment exceptions.³

(7) **Ban on Funding Human Embryo Research**

Shall not use federal grant funds for (i) the creation of human embryos for research purposes; or (ii) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(8) **Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

Shall not use federal grant funds to promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

(9) **Restriction on Distribution of Sterile Needles**

Shall not use federal grant funds to distribute sterile needles or syringes for the hypodermic injection of any illegal drug except as may be allowed under the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), signed by President Barak Obama in December 2015 unless otherwise approved by HHS and Fulton County.

(10) **Restriction of Pornography on Computer Networks**

Fulton County's Ryan White Program and its subrecipients shall not use federal grant funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(11) **Restriction on Funding ACORN**

Shall not provide any federal grant funds to the Association of Community Organizations for Reform Now ("ACORN"), or any of its affiliates, subsidiaries, allied organizations, or successors. (12) Confidentiality Agreements [Health Center] shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

³ The Hyde Amendment exceptions include (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(12) Confidentiality Agreements

Shall not require its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

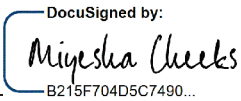
Signature of Authorized Certifying Official  B215F704D5C7490...	Title Executive Director
Organization To Our Shores, Inc	Date 09/07/2023

EXHIBIT H

FEDERAL AWARD REPORTING DATA

TIMELINE FOR SUBMISSION OF KEY CONTRACT DOCUMENTS

- A. Within 30 calendar days after execution of this contract:
 - 1. Subrecipient Financial Operations Policy and Procedures Manual if not previously submitted or if revised since last submission – may be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 2. Most recent audited annual Financial Statement if not previously submitted; if total expenditures associated with federal funding exceed \$750,000 a year, a Single Audit report is required. May be submitted electronically to ryanwhiteprogram@fultoncountyga.gov.
 - 3. The name(s) of designee(s) referenced in Paragraphs 8.17.-8.21. must be entered into e2Fulton.
 - 4. Line-item budgets by priority service category and service units must be entered into e2Fulton.
 - 5. Any Business Associates Agreements pursuant to **Paragraph 25 Confidentiality and Health Insurance Portability and Accountability Act (HIPAA) Compliance**.
- B. By May 1: Within 60 calendar days after execution of this contract:
 - 6. Annual Quality Management Plan shall be submitted via e2Fulton.
- C. With first request for reimbursement:
 - 7. Subrecipient's Grievance Procedures unless submitted in the last two years. Subrecipient will include, with each monthly expenditure report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaint.
- D. With Final Invoice:
 - 8. Detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received by the County during the term of this Agreement.

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – To Our Shores Inc.					
Priority Category	OAHS EtHE- Capacity Building		Total funding requested in this category:		\$413,267
Service Targets	Target number of unduplicated clients	33	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		132
Care Continuum Impact	Linkage	Prescription of ART	Viral Suppression	Engagement	Retention
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible		Progress Measure(s)
1) Provide outpatient ambulatory medical HIV care services to eligible clients during a 12-month period and primary care.		March 1, 2023-February 28, 2024	Physician & Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services & Director of Nursing Services/Outreach		By the end of FY 23, TOSI will provide NTH-OAHS services to at least 95% of clients (n=31/33) on at least a semi-annual basis.
2) Provide laboratory services to client to verify adherence and viral load suppression.		March 1, 2023-February 28, 2024	Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services -Nurse Practitioner &		By the end of FY 23, 90% (n=30/33) of clients will receive laboratory service.

Atlanta EMA

EXHIBIT A: FY2023 EHE WORK PLAN

		Medical Assistant/Benefits/ADAP/CAREWare & Director of Nursing Services/Outreach	
3) Establish extended morning and evening hours to foster retention in care.	March 1, 2023- February 28, 2024	Deputy Executive Director of Program/Data/Prevention – Program Coordinator	By the end of FY 23, 65%(n=21/33) of clients will participate in extended morning and evening hours services.
4) Schedule appointments and make reminder calls to clients.	March 1, 2023- February 28, 2024	Client Support/Referral Manager & Medical Assistant/ Benefits/ADAP/CAREWare Manager	By the end of FY 23, 90%(n=30/33) of clients will show up to their scheduled appointment(s).
5) Provide opportunities for clients' to be involve in their care plan and the program.	March 1, 2023- February 28, 2024	Deputy Executive Director of Program/Data/Prevention – Program Coordinator & Client Support/Referral Manager	By the end of FY 23, 75%(n=25/33) of clients will participate in Customer Satisfactory Surveys and Lunch and Learn.
6) Provide ADAP and other resource services.	March 1, 2023- February 28, 2024	Deputy Executive Director of Program/Data/Prevention – Program Coordinator &	By the end of FY 23, 85% (n=28/33) of clients will receive

EXHIBIT A: FY2023 EHE WORK PLAN

		Medical Assistant/ Benefits/ADAP/CAREWare Manager	ADAP service.
7) Enter clients' data into e2Fulton.	March 1, 2023- February 28, 2024	Deputy Executive Director of Program/Data/Prevention – Program Coordinator & Medical Assistant/ Benefits/ADAP/CAREWare Manager	By the end of FY 23, 95%(n=31/33) of clients' data will be entered into e2Fulton.

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – To Our Shores Inc.					
Priority Category	TRANSP EtHE- Capacity Building		Total funding requested in this category:		\$7,441
Service Targets	Target number of unduplicated clients	25	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		40
Care Continuum Impact	Linkage	Prescription of ART	Viral Suppression	Engagement	Retention
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible		Progress Measure(s)
1) Uber Health & Lyft Concierge services will be provided to clients scheduled for NTH-OAHS during a 5-month period.		March 1, 2023- February 28, 2024	Client Support/Referral Manager & Deputy Executive Director of Program/Data/Prevention – Program Coordinator		By the end of FY 23, 95%(n=19/20) TOSI will provide a one-time Uber or Lyft ride to clients, to and from their medical appointment.
2) Gwinnett and Marta Transit passes will be provided to clients scheduled for NTH-OAHS during a 5-month period.		March 1, 2023- February 28, 2024	Client Support/Referral Manager & Deputy Executive Director of Program/Data/Prevention – Program Coordinator		By the end of FY 23, 95%(n=19/20) TOSI will provide Gwinnett Transit and Marta passes to clients, to and from their medical appointment.

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – To Our Shores Inc.					
Priority Category	Quality Management		Total funding requested in this category:		\$25,916
Service Targets	Target number of unduplicated clients	-	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		-
Care Continuum Impact	Linkage	Prescription of ART	Viral Suppression	Engagement	Retention
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible		Progress Measure(s)
1) Create the Quality Improvement Plan		March 1, 2023- February 28, 2024	Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention		By the end of the EHE contract period, TOSI will develop a Quality Improvement Plan for the program.
2) Participate in the EHE, Monthly Quality Management Meeting. March 1, 2023 – February 28, 2024 Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention		March 1, 2023 – February 28, 2024	Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention		By the end of the EHE contract period, TOSI will participate in the Monthly Quality Management Meeting.
3) Oversee TOSI Quality Improvement Program.		March 1, 2023 – February 28, 2024	Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of		By the end of the EHE contract period, TOSI will have a solid Quality Improvement Program.

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EXHIBIT A: FY2023 EHE WORK PLAN

		Program/Data/Prevention	
4) Develop the Quality Improvement Work Plan for TOSI's Quality Program, listing all the activities of the project.	March 1, 2023 – February 28, 2024	Executive Director Nurse Practitioner of Strategic Operations/Clinical Quality/Medical Services & Deputy Executive Director of Program/Data/Prevention	By the end of the EHE contract period, TOSI will develop a Work Plan complete with activities for the Ryan White Program Quality Improvement Plan.

EXHIBIT A: FY2023 EHE WORK PLAN

WORK PLAN – To Our Shores Inc.					
Priority Category	PS EtHE- Capacity Building		Total funding requested in this category:		\$41,990
Service Targets	Target number of unduplicated clients	36	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		90
Care Continuum Impact	Linkage	Prescription of ART	Viral Suppression	Engagement	Retention
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 2.3 Achieve and maintain viral suppression.				
Key Action Steps		Timeline	Person(s) Responsible		Progress Measure(s)
1) ART adherence education		March 1, 2023- February 28, 2024	Peer Educator		• By the end of the EHE contract period, 100% (n=45/45) of clients will receive ART adherence education.
2) Facilitate Consumers Advisory Board		March 1, 2023- February 28, 2024	Peer Educator		• By the end of the EHE contract period, 100% (n=45/45) of clients will participant.
3) Provide new client intake and orientation		March 1, 2023- February 28, 2024	Peer Educator		• By the end of the EHE contract period, 100% (n=45/45) of new clients will participate in intake and orientation process.
4) Facilitate Lunch and Learn		March 1, 2023- February 28, 2024	Peer Educator		• By the end of the EHE contract period,90%

EXHIBIT A: FY2023 EHE WORK PLAN

			(n=40/45) will participant in Lunch and Learn.
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WORK PLAN – To Our Shores Inc.					
Priority Category	OH EtHE- Capacity Building		Total funding requested in this category:		\$30,000
Service Targets	Target number of unduplicated clients	40	Target number of units/visits <i>(Include unit value, ie. 50 visits or 50 one-way trips)</i>		80
Care Continuum Impact	Linkage	Prescription of ART	Viral Suppression	Engagement	Retention
Does this goal focus on persons in care, but not virally suppressed?					Yes
EHE Goal # and Goal	Goal 1. Increase access to care to ensure PLWH receive treatment rapidly				
Objective # & Objective	Objective 1.2 Enhance and improve capacity of services and infrastructure for quality care.				
Key Action Steps		Timeline	Person(s) Responsible		Progress Measure(s)
1) Ensure that clients are referred to the dentist and oral health treatment plans are reviewed.		March 1, 2023- February 28, 2024	Deputy Director of Program, Data, Prevention/ Program Coordinator & Peer Educator		• By the end of the EHE contract period, 95%(n=37/40) of clients who meet the eligibility requirements will be referred to receive oral health services.
2) Ensure that clients receive a dental appointment once during the 12-month period.		March 1, 2023- February 28, 2024	Deputy Director of Program, Data, Prevention/Program Coordinator & Peer Educator & Medical Assistant/Benefits/		• By the end of the EHE contract period, 95%(n=37/40) of clients who meet the eligibility

EXHIBIT A: FY2023 EHE WORK PLAN

		Benefits/ADAP/CAREWare Manager	requirements will receive an appointment to see the dentist.
3) Ensure that services listed on the clients' oral health treatment plan are performed.	March 1, 2023- February 28, 2024	Executive Director Nurse Practitioner of strategic Operations/Clinical Quality/Medical Services/ Nurse Practitioner & Deputy Executive Director of Program, Data, Prevention/ Program Coordinator	<ul style="list-style-type: none"> • By the end of the EHE contract, 100% (n=40/40) of clients' treatment plans will be reviewed and accepted. • By the end of the EHE contract period, 100% (n=40 /40)

EXHIBIT B23: FY2023 APPROVED BUDGET AND BUDGET JUSTIFICATION

Priority Category Summary																	
Category	Linguistic Services	Medical Transportation	Oral Health Care	Outpatient/Ambulatory	Psychosocial Services	Quality Management	Total	Contingency	Award Amount								
Personnel	\$0.00	\$0.00	\$0.00	\$259,748.00	\$34,992.00	\$21,597.00	\$316,337.00										
Fringe	\$0.00	\$0.00	\$0.00	\$47,528.00	\$6,998.00	\$4,319.00	\$58,845.00										
Client Travel	\$0.00	\$7,441.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,441.00										
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00										
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00										
Contractual	\$0.00	\$0.00	\$0.00	\$10,854.00	\$0.00	\$0.00	\$10,854.00										
Supplies	\$0.00	\$0.00	\$0.00	\$38,391.00	\$0.00	\$0.00	\$38,391.00										
Other	\$0.00	\$0.00	\$30,000.00	\$56,746.00	\$0.00	\$0.00	\$86,746.00										
Total	\$0.00	\$7,441.00	\$30,000.00	\$413,267.00	\$41,990.00	\$25,916.00	\$518,614.00	\$44,834.00	\$563,448.00								
Administrative	\$0.00	\$0.00	\$1,200.00	\$17,961.00	\$1,680.00	\$1,036.00	\$21,877.00	\$0.00	\$0.00								

Personnel Full Time																	
Position #	Priority Category	Position Title	Employee Name	Total Monthly	FTE	Number of Months	Subtotal	Cost Total	Percentage of	Salary Total	Fringe Rate	Fringe Total	Line Item Total	Admin Percent	Admin Total	Goal	Justification
1	Outpatient/Ambulatory	Executive Director Nurse	Miyesha Cheeks	\$8,441.30	0.90	12.00	\$91,166.04	\$91,166.04	100.00%	\$91,166.00	20.0000%	\$18,233.00	\$109,399.00	4.00%	\$4,376.00	2.3.3	Provide outpatient ambulatory medical HIV care services to include diagnosing and treatment management to eligible clients twice during a 12-
2	Outpatient/Ambulatory	Deputy Director of Program	Hawa Kone	\$7,165.12	0.80	12.00	\$68,785.15	\$68,785.15	100.00%	\$68,785.00	20.0000%	\$13,757.00	\$82,542.00	4.00%	\$3,302.00	2.3.3	Establish extended morning, evening, and weekend hours for telehealth services to foster retention in care. Provide ADAP services to clients through
3	Outpatient/Ambulatory	Director of Nursing Services	Jennifer Legay	\$2,083.33	0.40	12.00	\$9,999.98	\$9,999.98	100.00%	\$10,000.00	20.0000%	\$2,000.00	\$12,000.00	4.00%	\$480.00	2.3.3	Provide outpatient ambulatory medical HIV care services to include Work patients up for provider, administer medications per provider order, draw ordered blood work as ordered, make appointment reminder calls, Schedule patient appointments with specialists as referred by provider and make reminder calls to clients.
4	Outpatient/Ambulatory	Medical Assistant/Beneficiary	Michelle Hernandez	\$2,916.67	0.40	12.00	\$14,000.02	\$14,000.02	100.00%	\$14,000.00	20.0000%	\$2,800.00	\$16,800.00	4.00%	\$672.00	2.3.3	Provides consultation to Nurse Practitioners providing outpatient
5	Outpatient/Ambulatory	Client Support/Referral Manager	Vacant	\$2,082.90	0.60	12.00	\$14,996.88	\$14,996.88	100.00%	\$14,997.00	7.6500%	\$1,147.00	\$16,144.00	4.00%	\$646.00	2.3.3	Obtain, review and document patient medical history and record vital signs in EMR. -Prepare patients for examination and assist the physician during
6	Outpatient/Ambulatory	Physician	Earl Joyner	\$1,733.34	1.00	12.00	\$20,800.08	\$20,800.08	100.00%	\$20,800.00	7.6500%	\$1,591.00	\$22,391.00	6.00%	\$1,343.00	2.3.3	Develop a Work Plan complete with activities for the Ryan White Program
8	Outpatient/Ambulatory	Medical Assistant	Markia Maddox	\$3,333.33	1.00	12.00	\$39,999.96	\$39,999.96	100.00%	\$40,000.00	20.0000%	\$8,000.00	\$48,000.00	4.00%	\$1,920.00	1.2.3	Participate in the Monthly Quality Management Meeting.
7	Psychosocial Support Services	Peer Educator	George Webb	\$2,916.00	1.00	12.00	\$34,992.00	\$34,992.00	100.00%	\$34,992.00	20.0000%	\$6,998.00	\$41,990.00	4.00%	\$1,680.00	3.2.1	
1	Quality Management	Executive Director Nurse	Miyesha Cheeks	\$8,442.00	0.10	12.00	\$10,130.40	\$10,130.40	100.00%	\$10,130.00	20.0000%	\$2,026.00	\$12,156.00	4.00%	\$486.00	2.1.2	
2	Quality Management	Deputy Director of Program	Hawa Kone	\$4,778.00	0.20	12.00	\$11,467.20	\$11,467.20	100.00%	\$11,467.00	20.0000%	\$2,293.00	\$13,760.00	4.00%	\$550.00	2.1.2	

Medical Transportation																
Priority Category	Line Item	Sub-Line Item	Cost Per One-Way Trip	Trips Per Month	Number of Months	Number of Clients	Line Item Total	Goal	Justification							
Medical Transportation	Rapid Transit	Bus/Train System (MARTA)	\$0.00	4.00	12.00	8.00	\$0.00	1.2.3	Cost/trip is set fare for Gwinnett County Transit and MARTA Transit Authority. [(Cost per one-way trip x 2) x 3 clients per month]							
Medical Transportation	On Demand Car Service	Car Service	\$18.79	3.00	12.00	11.00	\$7,441.00	1.2.3	Uber Health & Lyft Concierge calculates the cost/trip fare using the expected time and distance of the trip and local traffic, as well as how many riders and nearby drivers are using the app at that time.							

Contractual																
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification		
Outpatient/Ambulatory	Space	Rent	Cost Per Month	\$904.50	12.00	\$0.00	0.00	\$10,854.00	100.00%	\$10,854.00	10.00%	\$1,085.00	2.3.3	1000 per month x 50% of office space used for ETHE		

Supplies																
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification		
Outpatient/Ambulatory	Supplies	ADAP Formulary Medications	Cost Per Month	\$2,166.66	12.00	\$0.00	0.00	\$25,999.92	100.00%	\$26,000.00	5.00%	\$1,300.00	2.3.3	Stop gap ARV medications to be purchased at the 340b rates		
Outpatient/Ambulatory	Supplies	Non-ADAP Formulary Medications	Cost Per Month	\$234.58	12.00	\$0.00	0.00	\$2,814.96	100.00%	\$2,815.00	5.00%	\$141.00	2.3.3	Non-ADAP Formulary Medications to be purchased at the 340b rates		
Outpatient/Ambulatory	Supplies	Medical Supplies	Cost Per Month	\$603.50	12.00	\$0.00	0.00	\$7,242.00	100.00%	\$7,242.00	5.00%	\$362.00	2.3.3	Purchase syringes, cotton, band-aids, needles, table covers, masks, sanitizers, face shields, gowns, exam table paper and other medical supplies as required by the program		
Outpatient/Ambulatory	Supplies	Office Supplies	Cost Per Month	\$194.49	12.00	\$0.00	0.00	\$2,333.88	100.00%	\$2,334.00	100.00%	\$2,334.00	2.3.3	Purchase pens, pencils, writing pads, staples, ink pads, reams of paper, and more office supplies as required for the program		

Other																
Priority Category	Line Item	Sub-Line Item	Method of Calculation	Cost Per Month	Number of Months	Cost Per Unit	Number of Units	Cost Subtotal	Percentage of	Line Item Total	Admin Percent	Admin Total	Goal	Justification		
Linguistic Services	Other	Language Interpretation	Cost Per Month	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	1.3.3	Language Interpretation for 3 patients per month (\$34.53 per client x 3 clients per month)		
Oral Health Care	Other	Providing Dental Care to	Cost Per Month	\$2,500.00	12.00	\$0.00	0.00	\$30,000.00	100.00%	\$30,000.00	4.00%	\$1,200.00	1.1.2	Provide oral health services to eligible patients.		
Outpatient/Ambulatory	Other	Biohazard Waste Removal	Cost Per Month	\$0.00	12.00	\$0.00	0.00	\$0.00	100.00%	\$0.00	0.00%	\$0.00	2.3.3	Cost of Biohazard Waste Removal per month		
Outpatient/Ambulatory	Other	Laboratory Service Fee	Cost Per Month	\$4,728.83	12.00	\$0.00	0.00	\$56,745.96	100.00%	\$56,746.00	0.00%	\$0.00	2.3.3	Laboratory Service Fees for 20 patients		



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# UT833933
Federal Award Date: 07/29/2024

Recipient Information

1. Recipient Name
FULTON, COUNTY OF
141 Pryor St SW
Atlanta, GA 30303-3444
2. Congressional District of Recipient
05
3. Payment System Identifier (ID)
1586001729A1
4. Employer Identification Number (EIN)
566001729
5. Data Universal Numbering System (DUNS)
133894167
6. Recipient's Unique Entity Identifier
J3Y1XYZYUFQ5
7. Project Director or Principal Investigator
Jeff Cheek
Director, Department for HIV Elimination
jeff.cheek@fultoncountyga.gov
(404)375-7505
8. Authorized Official

Federal Agency Information

9. Awarding Agency Contact Information
Marie E Mehaffey
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
MMehaffey@hrsa.gov
(301) 945-3934
10. Program Official Contact Information
Barbara Kosogof
Public Health Analyst
HIV/AIDS Bureau (HAB)
bkosogof@hrsa.gov
(301) 443-2906

Federal Award Information

11. Award Number
6 UT8HA33933-05-03
12. Unique Federal Award Identification Number (FAIN)
UT833933
13. Statutory Authority
42 U.S.C. § 243(c); 300ff-11 et seq.
14. Federal Award Project Title
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
15. Assistance Listing Number
93.686
16. Assistance Listing Program Title
Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B
17. Award Action Type
Administrative
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 03/01/2024 - End Date 02/28/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$0.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$216,517.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$5,086,379.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$7,338,979.00
26. Project Period Start Date 03/01/2020 - End Date 02/28/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$19,442,236.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Marie Mehaffey on 07/29/2024

30. Remarks

This Notice of Award is issued to remove one or more Grant Conditions. Refer to the Terms and Conditions for additional information.



Notice of Award

Award Number: 6 UT8HA33933-05-03

Federal Award Date: 07/29/2024

HIV/AIDS Bureau (HAB)

31. APPROVED BUDGET: (Excludes Direct Assistance)☒ Grant Funds Only☐ Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	\$526,042.00
b. Fringe Benefits:	\$244,209.00
c. Total Personnel Costs:	\$770,251.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$4,978.00
g. Travel:	\$19,697.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$35,120.00
j. Consortium/Contractual Costs:	\$6,292,416.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$7,122,462.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$216,517.00
i. Indirect Cost Federal Share:	\$216,517.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$7,338,979.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$7,338,979.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$7,338,979.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$2,252,600.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$5,086,379.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$0.00

33. RECOMMENDED FUTURE SUPPORT:

(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
	Not applicable

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

35. FORMER GRANT NUMBER**36. OBJECT CLASS**

41.15

37. BHCNIS#**38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS:**

a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
24 - 377AAGR	93.914	20UT8HA33933	\$0.00	\$0.00	N/A	20RWHAP-A-B

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

- 1. The grant condition stated below on NoA 6 UT8HA33933-05-01 is hereby lifted. Within 45 days of this notice, submit for approval a revised SF424A, line item budget, budget narrative justification, and work plan to reflect the activities supported by this award and the total funds awarded. The line-item budget must be formatted so that costs for each line item are divided by the approved activities.

Program Specific Term(s)

- 1. If applicable, recipients must submit the Tangible Personal Property Report (TPPR) (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Recipients are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. TPPRs must be submitted electronically through HRSA EHBs.
- All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Jeff Cheek	Program Director	jeff.cheek@fultoncountyga.gov

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0555

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in an amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC (GMC), for program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☒
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: Program management services include the preparation of reports and technical memorandum, conducting meetings, and following all requirements contained in SB369 to ensure Fulton County's compliance with state law. Since the fall of 2020, the TSPLOST program has been managed by the Department of Public Works with the assistance of a consultant to ensure compliance with state requirements, while the individual cities involved in the program have managed the specific transportation improvements.

Scope of Work: The consultant will be responsible for the following major work elements between the award of the contract through the end of the current TSPLOST Program.

- A. Capital Project Tracking
- B. Monthly Financial Distribution
- C. Citizen Oversight Council Meetings
- D. Annual audit of the TSPLOST Program
- E. Special Services

Community Impact: There is no direct impact to the community with this program management contract. However, indirectly, the proper management of the TSPLOST program is necessary to meet all the state requirements related to the program.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Without proper TSPLOST program management, Fulton County may not be in compliance with the state requirements that allow for the collection of additional sales tax for transportation improvements.

Community Issues/Concerns: No community issues or concerns have been raised by the community to the Department of Public Works.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the proposed scope of work presented by the consultant.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0784	11/1/2023	\$118,000.00
1st Renewal			\$118,000.00
Total Revised Amount			\$236,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$118,000.00

Contract Value: \$118,000.00
Prime Vendor: Goodwyn Mills and Cawood, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$118,000.00 or 100.00%

Total Contract Value: \$118,000.00 or 100.00%
Total Certified Value: \$0.00

Agenda Item No.: 24-0555

Meeting Date: 9/4/2024

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contactor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

David Clark, Director, Department of Public Works. 404-612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$118,000.00

Previous Adjustments: \$0.00

This Request: \$118,000.00

TOTAL: \$236,000.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

308-540-5401-1160: TSPLOST, Public Works, Professional Services

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025

Agenda Item No.: 24-0555

Meeting Date: 9/4/2024

Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains
-------------------------	---

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
3/27/2024

Report Period End:
6/20/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23RFP139483K-DB

BID/RFP TITLE: Program Management Services

ORIGINAL APPROVAL DATE: November 1, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$118,000.00

COMPANY'S NAME: Goodwyn Mills Cawood, LLC.

ADDRESS: 6120 POWERS FERRY RD

CITY: ATLANTA

STATE: GA

ZIP: 30339

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

GOODWYN MILLS CAWOOD, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

James Teel,
Regional Vice President, Georgia

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RCS:_____	ITEM#:_____ RM:_____
RECESS MEETING	REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	8/1/2024
Department:	Public Works
Contract Number:	23RFP139483K-DB
Contract Title:	TSPLOST Program Management Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

None, it is a time and material contract. It is only used when necessary.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ **Internet search of pricing for same product or service:**

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ **Market Survey of other jurisdictions:**

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☒ **Other (Describe in detail the analysis conducted and the outcome):**

Hourly rates for professional services were compared to other recently procured services for Public Works (e.g., on-call, standby engineering services) and were found to be in line.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$16,057.09

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Fulton County would likely fall out of compliance with the SB369 which authorized the creation of the TSPLOST program.

Performance Evaluation Details

ID	E8
Project	TSPLOST Program Management Services
Project Number	20RFP124470K-DB
Supplier	Goodwyn, Mills and Cawood, Inc.
Supplier Project Contact	Bryant Poole (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	03/27/2024 to 06/26/2024
Effective Date	06/27/2024
Evaluation Type	Formal
Interview Date	06/26/2024
Expectations Meeting Date	06/26/2024
Status	Completed
Publication Date	06/27/2024 08:58 AM EDT
Completion Date	06/27/2024 08:58 AM EDT
Evaluation Score	100



8/1/24

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

GMC continues to manage this project without complaint.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

GMC continues to meet all schedule deadlines

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

GMC provides all requested deliverables

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

GMC is supporting staff as necessary.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Project continues to be managed well by GMC.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0556

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 22RFP148596K-BKJ, Airport Planning and Environmental Consulting in the amount not to exceed \$125,000.00 with Michael Baker International, Inc. (Norcross, GA) to provide planning services for updating, modifying and implementing the Capital Improvement Program at the Fulton County Executive Airport - Charlie Brown Field. This action exercises the second of three renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: The Fulton County Executive Airport - Charlie Brown Field receives federal funds and pursuant to the Georgia Department of Transportation and the Federal Aviation Administration, the airport is required to have a consultant who oversees environmental and planning activities.

Scope of Work: The scope of services within the contract includes typical planning and

environmental services normally associated with airport development. Potential assignments include, but are not limited, to:

- Airport system/master planning
- Airport noise compatibility planning
- Environmental assessments
- Airport data collection/facility inventories
- Aviation forecasts and demand/capacity analyses
- Airport layout and terminal area plan development
- Compatible land-use planning in the vicinity of airports
- Airport site selection studies
- Airport financial planning and benefit-cost analysis
- Airport Cost and Fee Analysis, and Airport Fair Market Rate Studies

Community Impact: All planning and environmental activities include public comment periods so the surrounding community will be made aware of all projects.

Department Recommendation: Department of Public Works recommends approval.

Project Implications: No current project implications.

Community Issues/Concerns: None have been expressed by the community.

Department Issues/Concerns: No issues or concerns have been raised by Public Works staff.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0946	12/7/2022	\$125,000.00
1st Renewal	23-0744	11/1/2023	\$125,000.00
2nd Renewal			\$125,000.00
3 rd Renewal			\$0.00
Total Revised Amount			\$375,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$125,000.00

Prime Vendor: Michael Baker International
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$81,250.00 or 65.00%

Subcontractor: Brockington & Associates, Inc.
Subcontractor Status: DBE

Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$15,000.00 or 12.00%

Subcontractor: Lumenor Consulting Group
Subcontractor Status: DBE
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$10,000.00 or 8.00%

Subcontractor: Quantum Spatial, Inc. dba NV5 Geospatial
Subcontractor Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County
Subcontractor Value: \$6,250.00 or 5.00%

Subcontractor: Smartegies, LLC
Subcontractor Status: DBE
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$12,500.00 or 10.00%

Total Contract Value: \$125,000.00 or 100.00%
Total Certified Value: \$37,500.00 or 30.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

David Clark, Director, Public Works, (404) 612-2804

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$250,000.00

Agenda Item No.: 24-0556

Meeting Date: 9/4/2024

Previous Adjustments: \$0.00
This Request: \$125,000.00
TOTAL: \$375,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

200-540-5601-1160: Airport, Public Works, Professional Services - \$125,000.00

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: #22RFP148596K-BKJ

BID/RFP TITLE: Airport Planning and Environmental Consulting

ORIGINAL APPROVAL DATE: December 7, 2022

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION: 2 OF 3

NUMBER OF RENEWAL OPTIONS: 3

RENEWAL AMOUNT: \$125,000.00

COMPANY'S NAME: Michael Baker International, Inc.

ADDRESS: 420 Technology Parkway, Suite 150

CITY: Norcross

STATE: GA

ZIP: 30092

This Renewal Agreement No. 2 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

Michael Baker International, Inc.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, PE, Director
Department of Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	June 13, 2024
Department:	Public Works
Contract Number:	22RFP148596K-BKJ
Contract Title:	Airport Planning and Environmental Consulting

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

The Scope and Fee for this contract remains the same as the approved original contract. The work that is needed can be funded with the budgeted amount. Much of the work conducted by Michael Baker International is to assist with Federal grants and projects.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☒ **Other (Describe in detail the analysis conducted and the outcome):**

The service provided by MBI is highly specialized and hard to quantify based on just numbers. The service was awarded based on a proposal that was evaluated by key County personnel. The Airport is conducting permitting work for expansion of the airport and the cost estimates determine that the budgeted contract amount meets the needs of the airport.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No


6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

The Federal Aviation Administration requires that the Airport have a consultant under contract to received federal funding.

Performance Evaluation Details

ID	E5
Project	Airport Planning and Environmental Consulting Services
Project Number	22RFP148596K-BKJ
Supplier	Michael Baker International, Inc.
Supplier Project Contact	Andrew Lewis (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	06/20/2024
Expectations Meeting Date	06/03/2024
Status	Completed
Publication Date	08/06/2024 09:08 AM EDT
Completion Date	08/06/2024 09:08 AM EDT
Evaluation Score	85



8/19/24

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0557

Meeting Date: 9/4/2024

Department

Medical Examiner

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract on behalf of the Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Forensic Pathology Fellowship Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the third of five (5) renewal options. Two (2) renewal options remain.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal date if the contract term is six (6) months or less

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for the fellows participating in a rotation with the school's M.D. Degree. The contract was originally approved on August 17, 2022, (Agenda Item 22-

0559) and renewed on September 20, 2023, (Agenda Item 23-0615).

Scope of Work: The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide a forensic pathology training program for medical students, residents, and fellows within the Medical Examiner's Office. The training program will provide a forensic pathology training for residents and fellows subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME").

Community Impact: N/A

Department Recommendation: : Emory University School of Medicine Office of Graduate Medical Education Department of Pathology

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Emory University School of Medicine: Office of Graduate Medical Education Fellowship Training Program Letter of Agreement:

This document, effective as of July 1, 2024 serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Forensic Pathology Fellowship Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory fellows at Participating Site.

Unless sooner cancelled as provided below, the term of this PLA will be one (1) year, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all fellows currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the fellow until the sooner of each fellow’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Rochelle Simon, MD
Shamaya Creagh Winters, MD
Harrison Moosavi, MD

The above-mentioned people are responsible for the education and supervision of the fellows while rotating at Participating Site.

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of fellows and maintain a learning environment conducive to educating the fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate fellow performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the fellow.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is (are): 12 months. Post Graduate Year (PGY) 4 or above.

4. **Policies and Procedures that Govern Fellow Education.** Fellows will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.

Insurance. Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.

5. **Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.

6. **Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.

7. **Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Philip Shayne, MD, Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, Georgia 30312

With a Copy to:

Office of the General Counsel
Emory University

Office of the County Manager
Fulton County

201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

141 Pryor Street, SW
Atlanta, Georgia 30303

- 8. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory Name: Charlie Hill, MD	Date
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Associate Dean, Graduate Medical Education & DIO, Emory Name: Philip Shayne, MD	Date
---	------

Chief Medical Examiner Fulton County Medical Examiner's Office Name: Karen E. Sullivan, MD	Date
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Chairman Fulton County Board of Commissioners Name: Robert Pitts	Date
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Clerk to Commission Name: Tonya Grier	Date
--	------

Office of the County Attorney	Date
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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0558

Meeting Date: 9/4/2024

Department

Medical Examiner

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Fulton County on behalf of Fulton County Office of the Medical Examiner and the Emory University School of Medicine to provide clinical education experiences for students enrolled in, or visiting students participating in, a rotation with the Medical School's M.D. Degree. The County Attorney is authorized approve the Agreement as to form and make any necessary modifications thereto prior to execution. The County is not required to pay any compensation. Effective upon approval for five (5) years.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal date if the contract term is six (6) months or less

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for medical students, residents, and fellows in the Medical Examiner's Office, which will include clinical education experiences for students participating in a rotation with the school's M.D. Degree. The contract was originally approved on September 7, 2022, (Agenda Item 22-0622) and renewed on August 2, 2023, (Agenda Item 23-0493).

Scope of Work: The purpose of this Agreement is to provide clinical education experiences at the Medical Examiner's office ("Facility") for students who are enrolled in, or visiting students participating in a rotation with, School's M.D. Degree. The Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility. The Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.

Community Impact: N/A

Department Recommendation: Emory University School of Medicine

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

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**CLINICAL TRAINING AFFILIATION AGREEMENT
BETWEEN
EMORY UNIVERSITY SCHOOL OF MEDICINE AND
FULTON COUNTY, GA**

This agreement (“Agreement”) is made as of _____, 2024 (“Effective Date”) between Emory University, a Georgia non-profit institution, by and through its School of Medicine, with an office at 100 Woodruff Circle N.E., Atlanta, GA 30322 (“School”) and Fulton County, Ga, on behalf of the Fulton County Medical Examiner’s Office, with an office at 430 Pryor St. Atlanta, GA 30312 (“Facility”).

- A. PURPOSE.** The purpose of this Agreement is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) at Facility for students who are enrolled in, or visiting students participating in a rotation with, School’s M.D. Degree.
- B. TERM AND TERMINATION.** Unless sooner cancelled as provided below, the term of this Agreement will be five (5) years, commencing on the Effective Date. This Agreement may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice, provided that all Students currently enrolled or participating in an Education Experience at Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

C. GENERAL UNDERSTANDING

- 1) Education Experience. The Education Experience to be provided will be of such content and cover such periods of time as may be mutually agreed upon by School and Facility, from time to time. The starting and ending date for each Education Experience will be agreed upon before the program begins.
- 2) Student Participants. The number of Students designated for participation in an Education Experience will be determined by mutual agreement of School and Facility and may at any time be altered by mutual agreement. All Students must be acceptable to both parties, and either party may withdraw any Student from an Education Experience based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules and policies of Facility, or for any other reason that causes either party to reasonably believe that it is not in the best interest of the party for the Student to continue.
- 3) Non-Discrimination. To the extent applicable, both parties shall abide by the requirements of the United States Code of Federal Regulations - 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition, the parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

D. SCHOOL’S RESPONSIBILITIES

- 1) Faculty Liaison. School shall assign appropriate faculty representatives from each of School’s programs who shall be responsible for medical student teaching and shall assign a faculty member as liaison between School and Facility.
- 2) Student Selection; Responsibility of Academic Affairs. School shall use its best efforts to select Students for participation in the Education Experience who are prepared for effective participation in the clinical training phase of their education. Only Students who have satisfactorily completed the prerequisite didactic portion of

their curriculum will be selected for participation in the Education Experience. School will retain ultimate responsibility for academic affairs, the education and evaluation of Students, and the assurance of Student and faculty access to appropriate academic resources for Student education.

- 3) Student Compliance. School shall inform Students that they shall be required to comply with Facility's rules, regulations and procedures, and shall use its best efforts to keep Students informed as to the same and any changes therein of which School is made aware. Specifically, School shall keep each Student apprised of his or her responsibilities, including but not limited to the following:
 - a) To wear a name tag that clearly identifies him/her as a Student.
 - b) To report to Facility on time and to follow all rules and regulations of Facility.
 - c) To obtain the necessary and appropriate uniforms and supplies required where not provided by Facility.
 - d) To follow the administrative policies, standards and practices of Facility when in Facility.
 - e) To comply with federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the federal regulations issued thereunder (collectively "HIPAA"), regarding the confidentiality of all medical, health, financial and social information (including mental health) pertaining to particular clients or patients.
 - f) To refrain from publishing any material related to the clinical education experience that identifies Facility or its patients or staff, directly or indirectly, or uses the name of Facility, without first obtaining written approval from Facility.
 - g) To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - h) To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Bloodborne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards.
- 4) Vaccinations
 - a) School shall require each Student to maintain proof of a current TB test, the results of which will be made available to Facility upon request. School shall advise each Student and faculty member that any expenses resulting from illness or injury occurring during his/her experience at Facility may be the responsibility of that individual and shall inform all Students and faculty of the need to maintain health insurance.
 - b) School shall require each Student to provide documentation of the fact that he or she has been appropriately vaccinated against influenza, measles, mumps and rubella (MMR); has satisfactorily proven immunity to these diseases, according to current CDC guidelines; or is unable, for bona fide medical reasons, to receive such vaccinations.
 - c) School shall require each Student to provide documentation of the fact that he or she: (1) has received the complete hepatitis B vaccination series; or (2) has begun the hepatitis B vaccine series and will complete the full series before the end of clinical training; or (3) has satisfactorily proven immunity to hepatitis B through antibody testing; or (4) is unable, for bona fide medical reasons to receive such vaccination.
- 5) Student Accommodations. School and Facility acknowledge that it is the sole responsibility of each Student to arrange for the Student's living accommodations while participating in the Education Experience at Facility.
- 6) School Insurance. School shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. School shall make reasonable business efforts to provide written notice to Facility of any material changes in the above-referenced insurance coverage. Facility

shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

- 7) Indemnification. School shall indemnify, defend and hold harmless Facility, its officers, directors, and employees (the "Indemnified Parties") against: (i) any and all liability arising out of School's failure to comply with the terms of this Agreement; and (ii) any and all costs and expenses, including reasonable legal fees and expenses, incurred by or on behalf of Indemnified Parties in connection with School's failure to so comply. Notwithstanding the foregoing, the Indemnified Parties reserve the right to choose their legal counsel to represent them for any purpose including investigation and/or litigation of any claim or potential claim made against them. This provision shall survive termination or expiration of this Agreement.

E. FACILITY'S RESPONSIBILITIES

- 1) Facility Liaison. Facility will assign a staff representative as liaison between Facility and School.
- 2) Coordination and Supervision. Facility shall appoint a qualified Facility employee who will be responsible for coordinating and supervising the Education Experiences of the Students at Facility.
- 3) Patient Care. Facility will retain responsibility for the care of patients and will maintain sole administrative and professional supervision of Students insofar as their presence and Education Experiences affect the operation of Facility and its care, direct and indirect, of patients.
- 4) Use of Facilities. Facility will provide adequate clinical facilities for Students in accordance with the clinical objectives developed through cooperative planning by School faculty and Facility staff. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility.
- 5) Evaluation. Facility staff will, upon request, assist School in the evaluation of the learning and performance of Students, provided the Student has signed a consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although School shall retain all required consents, Facility will have the right to rely on such consents and to obtain copies of such consents upon request. Any evaluation of Students by Facility will relate only to the general Student participation in the Education Experience and will in no way be construed as a certification by Facility as to the competence of any Student or a representation by Facility of any Student's ability or competence in connection with the practical implementation of any knowledge gained through the Education Experience.
- 6) Student Information. Facility acknowledges that the information provided by School, or others on behalf of School, that directly relates to any Student, including academic information, professional information (e.g., licenses obtained, suspension, revocation); training and/or certifications; health information; and the results of any criminal background check and/or drug testing/treatment information, hereinafter ("Student information") is protected by the Family Educational Rights and Privacy Act (FERPA). Facility agrees that it (1) will protect the confidentiality of Student information; (2) will not use Student information for any purpose other than to carry out the purposes of this Agreement; and (3) will not disclose Student information except to individuals within its organization who have a legitimate need to know Student information.
- 7) Orientation. As necessary for the purposes of the Education Experience, Facility will provide the orientation to the School faculty representative(s) and Students as to the Facility, philosophies, rules, regulations and policies of Facility.
- 8) Emergency Care. Facility agrees to comply with applicable state and federal workplace safety laws and regulations. Facility will provide emergency health care to Students who become ill or injured while at Facility. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (e.g., needle stick) while at Facility, upon notice of such incident from the student, Facility will provide such emergency care as required, including, where applicable: examination and evaluation by Facility's

emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Student to the nearest emergency facility. Facility agrees to promptly notify School of the student injury. Facility shall bear no financial responsibility for any charges generated from such event and the cost of treatment provided pursuant to this section will be the responsibility of the Student.

- 9) Protective Equipment and Safety. Facility will make available to Students and faculty (if present) for use within Facility, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the Student's training in the Education Experience. Facility will address appropriate security and personal safety measures for Students and faculty (if present) in all locations where instruction occurs.
- 10) Licensure. Facility shall maintain health facility licensure as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations or other appropriate accrediting agency.
- 11) Facility Insurance. Facility shall provide notice of self-insurance in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with self-insurance programs covering itself, its employees, and Students. Facility shall make reasonable business efforts to provide written notice to School of any material changes in the above-referenced self-insurance coverage. School shall have a right to terminate this Agreement in the event of changes in Facility's insurance that are unacceptable.

F. MUTUAL RESPONSIBILITIES; MISCELLANEOUS

- 1) Education Experience Environment. The parties shall work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be held between representatives of Facility and School to resolve any problems or develop any improvements in the operation of the Education Experience(s).
- 2) HIPAA. Before Students begin an Education Experience at Facility, School shall provide the Students with basic training regarding confidentiality of protected health information under the HIPAA, and Facility shall provide Students with specific training in Facility's HIPAA policies upon Student's arrival at Facility. For purposes of HIPAA, School and Facility acknowledge that School's faculty and Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between School and Facility.
- 3) Excluded Provider. Each party represents and warrants to the other that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate the Agreement immediately for cause.
- 4) No Third-Party Beneficiary. This relationship is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than School and Facility. Without limiting the generality of the foregoing, no rights are intended to be created for any Student, faculty member, or patient, or spouse, next of kin, employer or prospective employer of any Student, faculty member or patient.

- 5) Notices. Any notices or other communication required or allowed under this Agreement shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to School

Emory University School of Medicine
Associate Dean, Faculty Affairs Administration
100 Woodruff Circle, N.E., Room 411
Atlanta, Georgia 30322

If to Facility

Fulton County Medical Examiner's Office
430 Pryor Street
Atlanta, GA 30312

With a Copy to:

Office of the General Counsel
Emory University
201 Dowman Drive
102 Administration Building
Atlanta Georgia 30322
Attn: Deputy General Counsel/Chief Health Counsel

County Manager's Office
Fulton County
141 Pryor Street, SW
Atlanta, Georgia 30303

Any party may change its notice address by giving notice to the other party in conformance herewith. Any notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered.

- 6) Amendments. This Agreement may be modified or amended only by mutual consent of the parties, provided any and all modifications or amendments shall be in writing and signed by authorized representatives of the parties.
- 7) Assignment. Neither party may assign this Agreement without the prior written approval of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- 8) No Waiver. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- 9) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- 10) Entire Agreement. This Agreement and all exhibits and attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof.
- 11) Non-exclusivity. This Agreement is non-exclusive and does not affect either party's ability to enter into a similar agreement with other parties.
- 12) Governing Law. This Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this Agreement shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.
- 13) No Joint Venture or Partnership. At all times during the term of this Agreement, the relationship between Facility and School with respect to the subject matter hereof will be that of two independent entities contracting with each other at arms-length, and no joint venture, partnership or other joint enterprise will be

deemed to result from this Agreement. School and Facility are and at all times shall remain independent and autonomous with respect to their obligations under this Agreement.

- 14) Delay or Non-Performance. Neither party shall be liable for any failure, inability or delay to perform hereunder, if such failure, inability or delay is due to any cause beyond the reasonable control of the party so failing and due diligence is used in curing such cause and in resuming performance.
- 15) Successors and Assigns. Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 16) Authority. Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party's valid and binding obligation, enforceable in accordance with its terms.
- 17) Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- 18) Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

Signature Page to Agreement Concerning Affiliation for Clinical Education

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Emory University, by and through its School of Medicine

By: _____
Name: Marilane B. Bond, EdD, MBA
Title: Associate Dean for Medical Education
Date:

Fulton County, Georgia

By: _____
Name: Robert Pitts
Title: Chairman, Fulton County Board of Commissioners
Date:

Attest:

By: _____
Name: Tonya Grier
Title: Clerk to Commission
Date:

Fulton County Medical Examiner's Office

By: _____
Name: Karen E. Sullivan, M.D.
Title: Chief Medical Examiner
Date:

Approved as to Form:
By: _____
Name: _____
Office of the Fulton County Attorney
Date:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0559

Meeting Date: 9/4/2024

Department

Medical Examiner

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a contract - Fulton County Office of the Medical Examiner and the Emory University School of Medicine Office of Graduate Medical Education Department of Pathology to provide clinical education experiences for graduate medical students enrolled in the Anatomic Pathology Program; and authorizing the County Attorney to make any necessary modifications to the form of the agreements prior to execution by the Chairman to protect the interest of the County. The County is not required to pay any compensation. This action exercises the third of five (5) renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with State of Georgia O.C.G.A. §36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide training for the residents participating in a rotation with the school's M.D. Degree.

Scope of Work: The Medical Examiner's Office desires to collaborate with the Emory University School of Medicine to provide a forensic pathology training program for medical students, residents, and fellows within the Medical Examiner's Office. The training program will provide a forensic pathology training for residents subject to the applicable law and regulations, including those for the Accreditation Council for Graduate Medical Education ("ACGME").

Community Impact: N/A

Department Recommendation: Emory University School of Medicine

Project Implications: N/A

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Emory University School of Medicine: Office of Graduate Medical Education Resident Training Program Letter of Agreement:

This document, effective as of July 1, 2024, serves as a program letter of agreement (PLA) between Emory University, by and through its School of Medicine on behalf of its Department of Pathology and its Anatomic Pathology Resident Program (“Emory”) and Fulton County, on behalf of the Fulton County Medical Examiner’s Office (“Participating Site”).

The purpose of this PLA is to guide and direct the parties respecting their affiliation to provide clinical education experiences (“Education Experience”) for Emory residents at Participating Site.

Unless sooner cancelled as provided below, the term of this PLA will be one (1) year, commencing on the Effective Date. This PLA may be renewed by mutual written consent of the parties. It also may be cancelled at any time by either party upon not less than thirty (30) days written notice; provided that all residents currently enrolled or participating in an Education Experience at Participating Site at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the resident until the sooner of each resident’s individual completion of the Education Experience or six (6) months from the date of the notice of termination.

1. Persons Responsible for Education and Supervision

At Emory: Charlie Hill, MD
Program Director

At Participating Site: Karen E. Sullivan, MD
Site Director

Other physicians at Participating Site:
Colin Hebert, MD
Rochelle Simon, MD
Shamaya Creagh Winters, MD
Harrison Moosavi, MD

The above-mentioned people are responsible for the education and supervision of the residents while rotating at Participating Site.

2. Responsibilities

Participating Site will maintain sole administrative and professional supervision of fellows insofar as their presence and education experiences affect the operation of Participating Site.

Participating Site’s physicians must provide appropriate supervision of residents and maintain a learning environment conducive to educating the residents in the Accreditation Council for Graduate Medical Education (ACGME) competency areas.

Participating Site must evaluate residents’ performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME or Emory requirements and include the goals and objectives in the basic training curriculum documents provided to the residents.

(This PLA is not valid if goals and objectives are not included or available at a specific location for review)

In cooperation with Emory Director, Site Director and the physicians at Participating Site are responsible for the day-to-day activities of the fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

The duration(s) of the assignment(s) to Participating Site is 1 month. Post Graduate Year (PGY) 2 or above.

4. **Policies and Procedures that Govern Resident Education.** Residents will be under the general direction of Emory's Graduate Medical Education Committee's and Emory's Policy and Procedure Manual (http://med.emory.edu/gme/housestaff/housestaff_policies/index.html) and Participating Site's policies and procedures.

Insurance. Each party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers **or self-insurance programs covering itself**. Each party shall make reasonable business efforts to provide the other written notice of any material changes in the above-referenced insurance coverage.

5. **Responsibility.** Each party shall be responsible for its own acts and omissions under this PLA.
6. **Governing Law.** This PLA, and any claim, action, suit, proceeding or dispute arising out of or in connection with this PLA, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia, without regard to the conflicts of laws provision thereof. Any action or proceeding brought by either party to enforce its rights under this PLA shall be brought exclusively in any state or superior court of competent jurisdiction located in the County of Fulton, State of Georgia, USA or in federal court in the Northern District of Georgia.
7. **Notices.** Any notices or other communication required or allowed under this PLA shall be in writing and will be deemed sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

If to Emory:

Emory University School of Medicine
100 Woodruff Circle, N.E., Suite 327
Atlanta, Georgia 30322
Attn: Philip Shayne, MD
Associate Dean, GME

If to Participating Site:

Fulton County Medical Examiner's Office
430 Pryor St.
Atlanta, Georgia 30312

With a Copy to:

Office of the General Counsel
Emory University
201 Dowman Drive
312 Administration Building
Atlanta Georgia 30322

Attn: Deputy General Counsel/Chief Health Counsel

Office of the County Manager
Fulton County
141 Pryor Street, SW
Atlanta, Georgia 30303

- 8. Relationship of Parties.** It is expressly understood and agreed that this PLA is not intended and shall not be construed to create a relationship of agent, employee, partnership, joint venture or association between the parties, but is rather an agreement by and between two independent contractors.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their signatures below.

Program Director, Emory Name: Charlie Hill, MD	Date
---	------

Associate Dean, Graduate Medical Education & DIO, Emory Name: Philip Shayne, MD	Date
---	------

Chief Medical Examiner Fulton County Medical Examiner's Office Name: Karen E. Sullivan, MD	Date
--	------

Chairman Fulton County Board of Commissioners Name: Robert Pitts	Date
--	------

Clerk to Commission Name: Tonya Grier	Date
--	------

Office of the County Attorney	Date
-------------------------------	------



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0560

Meeting Date: 9/4/2024

Department

Emergency Services

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Memorandum of Understanding between Fulton County and the City of Atlanta for the provision of Back-Up 911 Service effective upon BOC approval through December 31, 2024, with five (5) renewal options ending December 31, 2029.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A § 36-10-1 requires any contract entered into by the County shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Request approval to enter into a Memorandum of Understanding (MOU) with the City of Atlanta for Back-Up 911 Service. The respective emergency 911 systems are capable of receiving emergency calls and dispatching and coordinating responsive units to the scene of an emergency. The City of Atlanta and Fulton County emergency 911 systems are a critical link in the ability to ensure that necessary emergency services are promptly provided to citizens and visitors in need. It is critical to

the health, safety, and welfare of the citizens of Fulton County and City of Atlanta that the 911 systems serving those jurisdictions are not impaired or otherwise taken "off line" in the event of mechanical or electrical failure, 911 center evacuation, or other events that temporarily render the 911 emergency system unusable.

Fulton County and the City of Atlanta desire to execute this MOU to memorialize their respective agreement and acknowledgement that in the event that either County or City experience a loss of 911 service, irrespective of the reason, that said 911 service shall be immediately rerouted to the jurisdiction that still has 911 capability until such time as the 911 service in the other jurisdiction is restored.

The Board of Commissioners at their meeting on December 3, 2014 (Item #14-0992), approved the provision of Back-Up 911 Service with the City of Atlanta.

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISION OF
BACK-UP 9-1-1 SERVICE
between
FULTON COUNTY, GEORGIA and
THE CITY ATLANTA, GEORGIA**

This agreement is made and entered into on this _____ day of _____, 2024, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of Atlanta, a governmental authority authorized to do business in the State of Georgia, (hereinafter "City");

RECITALS

Whereas, both Fulton County and the City of Atlanta control and operate 911 systems within their respective jurisdictions;

Whereas, the respective emergency 911 systems are capable of receiving emergency calls and dispatching and coordinating responsive units to the scene of an emergency;

Whereas, these emergency 911 systems are a critical link in the ability of Fulton County and City of Atlanta to ensure that necessary emergency services are promptly provided to citizens and visitors in need;

Whereas, it is critical to the health, safety and welfare of the citizens of Fulton County and City of Atlanta that the 911 systems serving those jurisdictions are not impaired or otherwise taken "off line" in the event of mechanical or electrical failure, 911 center evacuation, or other events that temporarily render the 911 emergency system unusable;

Whereas, the 911 systems in the County and City are configured such that in the event of a 911 services failure, all 911 calls in a jurisdiction can be immediately re-routed to the 911-dispatch center of the other jurisdiction, such that there would be no loss in 911 service, which will establish a back-up center; and

Whereas, Fulton County and City of Atlanta desire to execute this Memorandum of Understanding to memorialize their respective agreement and acknowledgement that in the event that either County or City experience a loss of 911 service, irrespective of the reason, that said 911 service shall be immediately rerouted to the jurisdiction that still has 911 capability until such time as the 911 service in the other jurisdiction is restored.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, this agreement is effective for five (5) years, beginning January 1, 2024 and ending December 31, 2029, with the agreement to:

- (1) The affected Center will contact AT&T to implement the Disaster Recovery Plan and re-route 9-1-1 calls to the back-up center.

- (2) Both 9-1-1 Centers will activate their Emergency Notification systems to notify internal and external stakeholders of the transfer of services.
- (3) During the period of the outage and until the affected center personnel arrive at the back-up location, the non-affected center will receive and relay emergency and non-emergency 9-1-1 calls on behalf of the affected Center.
- (4) Calls will be relayed to the affected center via the designated telephone line or radio talk group until their personnel arrive at the back-up center.
- (5) The affected 9-1-1 center personnel will report to the back-up 9-1-1 center within 30 minutes of the loss of 9-1-1 Service.
- (6) The Back-up Center will provide facility access to the building, 9-1-1 Center, assigned workstations, and interoperable talk groups.
- (7) During the outage, the affected 9-1-1 Center will document service requests on CAD Cards.
- (8) Upon restoration of operations, the affected center will make the proper notifications and perform the appropriate catch up operations to synchronize data in the relevant computer-aided dispatch systems.
- (9) In the event of a radio system failure, both centers agree to the utilization of the other centers' system on the designated talk group(s).

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a 30 day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and City reserve all available remedies afforded by law to enforce any term or condition of this Agreement. Either party shall have the right to terminate this agreement with a 60 day notice to the other party.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

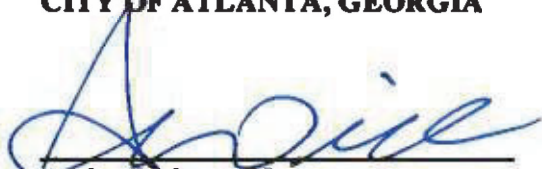
Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

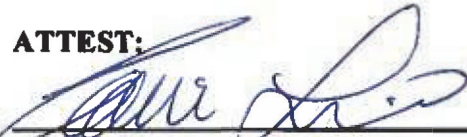
Soo Jo, Attorney
Fulton County Attorney Office

Chris Sweigart, Director
Fulton County Emergency Services

CITY OF ATLANTA, GEORGIA




Andre Dickens, Mayor
City of Atlanta

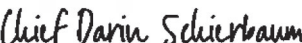
ATTEST:


Municipal Clerk (SEAL)

APPROVED AS TO FORM:

DocuSigned by:


DB0F8805B32E437...
City Attorney

DocuSigned by:


37800ACD49324E7...
Darin Schierbaum, Police Chief
City of Atlanta Police Department

DocuSigned by:


704FF0B000F2440...
Desiree Arnold, Director
City of Atlanta 911



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0561

Meeting Date: 9/4/2024

Department

Juvenile Court

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a contract - Juvenile Court, 22RFP048A-CJC, Specific Evidence-Based Delinquency Prevention Programming in the amount up to \$384,860.00 with Evidence-Based Associates, LLC (Powder Springs, GA) to provide ART-Aggressive Replacement Therapy; Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); Functional Family Therapy (FFT) and Multisystemic Therapy (MST). Effective July 1, 2024, through June 30, 2025. This contract is 100% grant funded. No county funding is required.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with State of Georgia O.C.G.A. §36-10-1, request for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: The Office of the Governor Criminal Justice Coordinating Council approved funding for FY25 Juvenile Justice Incentive Grant for the grant period July 1, 2024 through June 30, 2025 to provide funding for juvenile courts to service youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice. The Subgrant Award Letter was signed by the Fulton County Board of Commissioners Chairman on July 15, 2024, approved on May 15, 2024, BOC 24-0326. This request is to approve a contract for the grant period.

The mission of Fulton County Juvenile Court is: first, to protect children and the community in matters brought before the court, to rehabilitate children, and to restore families; and second, to create opportunities for the community, partners, and stakeholders to engage in this mission actively. Fulton County Juvenile Court has been awarded funding from the Criminal Justice Coordinating Council. One of the objectives of this initiative is to provide evidence-based therapeutic services to court-involved children who are identified as moderate or high risk to re-offend, as determined by the utilization of objective risk and needs screening instruments. Four (4) treatment programs are identified to assist with meeting this objective; Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), and Aggression Replacement Training (ART). Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) is effective in addressing court-involved children's varying levels of exposure to traumatic experiences. Functional Family Therapy (FFT) is effective in addressing the behaviors of at-risk children and delinquent youth to overcome adolescent behavior problems, conduct disorder, substance abuse, and delinquency. Multi-Systemic Therapy (MST) is an intensive family and community-based treatment service that addresses multiple aspects of severe anti-social behavior in adolescents. The program's multi-systemic approach views an individual's behavior as being influenced by the systems around them and the individual's thoughts and feelings about those systems. Aggression Replacement Training (ART) concentrates on developing individual competencies to address various emotional and social aspects contributing to youths' aggressive behavior. Program techniques are designed to teach youths how to control angry impulses and take perspectives other than their own. The main goal is to reduce aggression and violence among youths by providing them opportunities to learn pro-social skills instead of aggressive behavior.

Scope of Work: The Fulton County Juvenile Court (FCJC) seeks to further its mission to rehabilitate children and restore families through the continued provision of evidence based therapeutic treatment and intensive in-home family-based services to children who meet prescribed eligibility criteria and who otherwise would potentially be committed to placements outside of their home environment. These support services include family/group reintegration and prevention services, as well as psychological evaluations; ART-Aggressive Replacement Therapy, Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Functional Family Therapy (FFT) and Multi-Systemic Therapy (MST), an intensive family and community based treatment program that addresses the environmental systems that impact chronic and violent juvenile offenders, including their homes and families; schools and teachers; and neighbors and friends.

Community Impact: Children and families impacted in an effective manner that leads to the successful completion of court ordered supervision conditions; and the reduction of juvenile delinquency re-offense rates by providing high quality and high-fidelity evidence-based service delivery for children and families

Department Recommendation: The Juvenile Court recommends the contract with Evidence-Based Associates, LLC for implementing FFT, ART, TF-CBT, and MST evidence-based services to court-involved children and families is renewed.

Project Implications: No future implications exist.

Community Issues/Concerns: No issues have raised.

Department Issues/Concerns: The Department does not have concerns.

Contract Modification:

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

N/A

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Copy of Subgrant Award Letter

Exhibit 2: Performance Evaluation Report

Contact Information *(Type Name, Title, Agency and Phone)*

Cicely Barber, Chief Administrator Officer, Fulton County Juvenile Court, 404-613-4681

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:

Previous Adjustments:

This Request: \$384,860.00

TOTAL: \$384,860.00

Grant Information Summary

Amount Requested: \$384,860.00

Match Required: 0

Start Date: July 1, 2024

End Date: June 30, 2025

Match Account \$: 0

☐ Cash

☐ In-Kind

☒ Approval to Award

☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 24-0561

Meeting Date: 9/4/2024

461-405-JJ24-1160: Grants, Juvenile Court, Professional Services

Key Contract Terms	
Start Date: 7/1/2024	End Date: 6/30/2025
Cost Adjustment: 0	Renewal/Extension Terms: C here to enter text.

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2023

Report Period End:
6/30/2024

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

FY25 Juvenile Justice Incentive Grant

SUBGRANT AWARD

SUBGRANTEE: Fulton County Board of Commissioners

IMPLEMENTING

AGENCY: Fulton County BOC

PROJECT NAME: Juvenile Justice Incentive Grant

SUBGRANT NUMBER: Y25-8-013

FEDERAL FUNDS: \$ 449,064

MATCHING FUNDS: \$ 0

TOTAL FUNDS: \$ 449,064

GRANT PERIOD: 07/01/24-06/30/25

This award is made under the State of Georgia Juvenile Justice Incentive Grant (JJIG) program and is subject to the administrative rules established by the Criminal Justice Coordinating Council. The purpose of the JJIG program is to provide funding for juvenile courts to serve youth in the community who would otherwise be committed to Georgia's Department of Juvenile Justice.

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 06/14/24

SUBGRANTEE APPROVAL

Robert L. Pitts

7/15/2024

Signature of Authorized Official Date

Robert L. Pitts Chairman

Typed Name & Title of Authorized Official

58-6001729-001

Employer Tax Identification Number (EIN)



INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/24	9		**	Y25-8-013
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Juvenile Justice Incentive Grant	624.41	\$ 449,064

EXHIBIT 4-
VENDOR PERFORMANCE
SHEET

Performance Evaluation Details

ID	E1
Project	Specific Evidence-Based Delinquency Prevention Programming
Project Number	22RFP048A-CJC
Supplier	Evidence Based Associates
Supplier Project Contact	Nicole Janer (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	07/01/2023 to 06/30/2024
Effective Date	07/26/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2024 02:26 PM EDT
Completion Date	07/26/2024 02:26 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Evidence Base Associates is a new provider for the Court. They have exceeded our expectations. Ms. Barnes communicates often and timely with the team. Families are engaged and participating in services which speak to the professionalism of the agency.

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Ms. Teri Barnes quickly responds to all questions and provides thorough information.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

EBA hosted a informational session with the court and provided an overview of their agency and what the court can expect.

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

The court is extremely satisfied with the services provided so far.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Invoices are submitted in a timely manner with all supporting documentation.

GENERAL COMMENTS

Comments

EBA provides excellent treatment services to court involved youth. They are responsive, professional and opened to suggestions. The court is highly pleased with the services provided.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0562

Meeting Date: 9/4/2024

Department

Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to apply and accept a grant from the Urban Area Security Initiative (UASI) Program for GY2021, GY2022, and GY2023 funds for the total amount of \$456,000.00 for enhancement of the Law Enforcement capabilities. GY2021 award amount is \$46,000.00 and the effective date is 10/01/2021 and ends 06/30/2024. GY2022 award amount is \$329,000.00 and the effective date is 10/01/2022 and ends 05/31/2025. GY2023 award amount is \$81,000.00 and the effective date is 10/01/2023 and ends 09/30/2025. No match required. Reference agenda item # 24-0261. The MOU has been modified from its previous year(s) format to include a performance period end date.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Board of Commissioners previously approved this item to accept a repeat grant from the Atlanta Regional Commission in the amount of \$456,000.00, agenda item # 24-0261 at its meeting that was held on April 17, 2024.

The funds will be used for first responder drone system and accessories, raid eight detection and training kits, CNC live yearly subscription/service support and training, aviation existing aircraft yearly service support, portable deployable security camera system and three (3) 2024 Ford F250 Crew Cab and SWAT equipment. This grant is broken down into three terms and amounts: 1. FY21 award \$46,000.00 - ends 6/30/2024 2. FY22 award \$329,000.00 - ends 5/31/2025 3. FY23 award \$81,000.00 - ends 9/30/2025.

The MOU has been modified from its prior year(s) version to include a performance period end date. The modified MOU with a new insertion, Section 27. Time of Performance. This section in the MOU reads:

27. Time of Performance. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Exhibit "D." All work and services required hereunder shall be completed on or before September 30, 2025.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

Exhibits Attached

Exhibit 1: UASI0091 Modified Fulton Multi Project MOU for GY2021 GY2022 GY2023

Source of Additional Information *(Type Name, Title, Agency and Phone)*

W. Wade Yates, Chief of Police, Fulton County Police Department, 404-613-5705

**Memorandum of Understanding
between
Atlanta Regional Commission
and
Fulton County**

THIS AGREEMENT, made and entered into as of the 1st day of March 2024 by and between the Atlanta Regional Commission (“ARC”), an instrumentality created and existing under the laws of the state of Georgia with a principal place of business located at 229 Peachtree Street Ste 100, Atlanta, Georgia 30303, hereinafter referred to as “ARC” and Fulton County a political subdivision or agency of the state of Georgia (the “Recipient”) with a principal place of business located at 4701 Fulton Industrial Blvd SW, Atlanta, GA 30336.

WITNESSETH:

WHEREAS, Atlanta Urban Area Security Initiative (“UASI”) has been the urban area security initiative agency for the metropolitan Atlanta area as established by the United States Department of Homeland Security (“DHS”) and Georgia Emergency Management and Homeland Security Agency (“GEMHSA”); and

WHEREAS, UASI was organized to implement programs designed to prevent, protect, respond and recover from threats of or acts of terrorism; and

WHEREAS, since 2002, DHS has developed numerous programs and grants in furtherance of the foregoing purpose; and

WHEREAS, UASI has received grant funding from the Grant Year 2021 (GY21), Grant Year 2022 (GY22), and Grant Year 2023 (GY23) Homeland Security Grant Programs (“HSGP”) administered by DHS to GEMHSA on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act of 2008 (Public Law 110-161); and

WHEREAS, UASI is now a Group within ARC (known as the Homeland Security and Emergency Preparedness) (“HSEP”); and

WHEREAS, Recipient has requested not to exceed **\$46,000.00** from GY’21 funds for enhancement of Law Enforcement capabilities; and

WHEREAS, Recipient has requested not to exceed **\$89,022.15** from GY’21 funds for enhancement of Emergency Operations capabilities; and

WHEREAS, Recipient has requested not to exceed **\$329,000.00** from GY’22 funds for enhancement of Law Enforcement and Emergency Operations capabilities; and

WHEREAS, Recipient has requested not to exceed **\$86,000.00** from GY’23 funds for enhancement of Law Enforcement and Emergency Operations capabilities; and

WHEREAS, ARC has agreed to award such grant funds to Recipient in furtherance of same;

NOW, THEREFORE, for and in consideration of the premises, the parties, intending to be legally bound, do hereby agree as follows:

1. **Exhibits**. The following exhibits are attached or attainable via the internet and made a part of this Agreement, and the parties agree to be bound by the applicable provisions of same:

Exhibit A. United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:
http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf

Exhibit B. United States Department of Homeland Security (DHS), Fiscal Years 2021, 2022 and 2023 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located at:
[Fiscal Year 2021 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\) \(fema.gov\)](#)
[The Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2022 Homeland Security Grant Program | FEMA.gov](#)
[The Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2023 Homeland Security Grant Program | FEMA.gov](#)

Exhibit C. NIMS Compliance Form (attached).

Exhibit D. Approved Detailed Project Description/Cost (attached).

Exhibit E. 2021 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2021 (a copy of which is available for inspection at ARC's office).
 2022 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2022 (a copy of which is available for inspection at ARC's office).
 2023 Recipient-Subrecipient Agreement by and between GEMA and ARC dated October 1, 2023 (a copy of which is available for inspection at ARC's office).

Exhibit F. Standard Assurances Standard Form 4248 (non-Construction) or Standard Form 424 U (Construction), as applicable.

Exhibit G. Certification Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6 (a copy of which is available for inspection at UASI's office).

2. **Project Scope.** The project (the “Project”) which is the subject matter of this Agreement is described in Exhibit D, attached hereto and made a part hereof. The Recipient shall carry out and perform such activities as described in Exhibit D, in a satisfactory and proper manner. Recipient acknowledges that the goods and/or services described in Exhibit D shall be used not only for the benefit of Recipient, but also in furtherance of the regional goals of the UASI program. Recipient agrees to coordinate as necessary or desirable with other jurisdictions which are a part of the regional system to ensure maximum benefit to the region as a whole. Recipient shall be responsible for the use and maintenance of any equipment or tangible goods received by it in connection with the Project. Recipient further acknowledges that the funding provided hereunder is intended to provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the Atlanta metropolitan area. Should Recipient become incapable of utilizing any goods or equipment provided hereunder, then Recipient agrees to make same available to another local jurisdiction at ARC’s direction. Recipient’s failure to either utilize any goods or equipment provided hereunder, or to make same available to another local jurisdiction, may result in a loss of funding and/or equipment to Recipient. Recipient shall be solely responsible for all goods and equipment obtained hereunder, including, where applicable, maintenance, replacement, training and insurance. By its acceptance of the goods or equipment provided hereunder, Recipient covenants and agrees to actively participate in any regional exercises which contemplate or require the use of such goods or equipment.

3. **Cost.** All costs associated with the Project shall be paid by ARC in accordance with the terms and conditions set forth in Exhibit D, attached hereto and made a part hereof. Recipient acknowledges that the cost of the Project as shown in Exhibit D may be an approximation of the total cost of the Project but may not necessarily reflect the final actual cost of same. At the conclusion of the Project, ARC shall provide Recipient with an appropriate document which accurately reflects the actual retail value of all equipment and/or services provided to Recipient associated with the Project. In addition to the terms and conditions expressed in Paragraph 2 hereinabove, Recipient agrees that should all or any portion of the grant funds used for or in connection with the project described herein subsequently be disallowed for any reason by DHS, GEMA or any other concerned funding agency (whether by virtue of audit or otherwise), then, in that event, upon demand, Recipient either shall return the equipment purchased with such disallowed funds in good condition (allowing for reasonable wear and tear) or reimburse ARC in cash for the fair market value of such equipment (or services).

4. **Compliance with Grant Contract.** Recipient agrees to be bound by all of the applicable terms and conditions of the Grant Contract (Exhibit E) including, but not limited to, the provisions regarding Exhibits, Reimbursement and Reporting Requirements “Audits (specifically including 2 CFR Part 200, Subpart F)” Financial Regulations and Guides, National Initiatives, and Special Conditions.

5. **Compliance with Laws and Regulations.** Each party hereto agrees to comply with all applicable local, state and federal laws and regulations. Each party hereto further agrees to comply with the requirements of O.C.G.A. §13-10-90 et seq., and Georgia Department of Labor Rules 300-10-1-.02 et seq. to verify a contractor’s or subcontractor’s new employee’s

work eligibility through a federal work authorization program. Further, the parties agree to comply with the regulations, policies, guidelines and requirements set forth in OMB Circulars A-87 and A-133, as appropriate.

6. **Procedures for Handling Critical Infrastructure Information (“PHCII”)**. Recipient recognizes that during the term of this Agreement, Recipient will or may have access to, handle, use, or store critical infrastructure information (“CII”) that enjoys protection under the Critical Infrastructure Information Act of 2002 (“CII Act”). Consequently, Recipient covenants and agrees to comply with the regulations promulgated by the Secretary, Department of Homeland Security, pursuant to the CII Act regarding the Procedures for Handling Critical Infrastructure Information (“PHCII”) (6 CFR Part 29), as may be amended from time to time, as well as with all relevant requirements of the PCII Program (as defined in the regulations). All persons granted access to Protected Critical Infrastructure Information (“PCII”) are responsible for safeguarding such information in their possession or control. PCII shall be protected at all times by appropriate storage and handling. Recipient shall not remove any “PCII” markings from any information. Each person who works with PCII is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it. The unauthorized release of PCII may result in criminal and/or administrative penalties. Recipient hereby acknowledges that its failure to comply with the above-referenced regulations and the PCII Program will constitute a material breach of the terms of this Agreement.
7. **Inventory**. Recipient acknowledges that grant funded equipment will be transferred to and owned by the recipient upon payment by ARC. Recipient understands that ARC shall have no responsibility for the maintenance or upkeep of transferred equipment but must be granted access to review equipment upon request. ARC shall monitor Recipient to ensure that equipment is properly held and maintained. Recipient shall maintain an inventory of all grant funded equipment and provide a copy to ARC. The Recipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. ARC must be given a written disposition plan for any equipment that has a value of \$5,000 or more at the end of its useful life.
8. **Nondisclosure of Confidential Information**. In the furtherance of this Agreement, it may be necessary or desirable for ARC to disclose to Recipient certain confidential information, including, without limitation, writings, drawings, computer software, documentation and hardware, and ARC wishes to prohibit the unauthorized use and disclosure of same by the Recipient. The parties acknowledge all documents and information communicated or provided to the County are subject to the Georgia Open Records Act (the “ACT”). Subject to the Act, for the purpose of this Agreement, "Confidential Information" shall mean all information marked “Confidential” and received by Recipient from ARC, unless otherwise explicitly marked or designated. Recipient acknowledges that the Confidential Information is and shall remain the sole and exclusive property of ARC and that ARC has the exclusive right, title and interest to such Confidential Information. No right or license, by implication or otherwise, is granted by ARC as a result of this Agreement or as a result of any disclosure of Confidential Information. Information initially furnished verbally or visually and identified beforehand as confidential at the time of disclosure shall be reduced to writing and confirmed as Confidential Information in

a written statement that fully identifies the material considered confidential within fifteen (15) business days after its initial disclosure. During that fifteen (15) business day period, the latter information shall be protected, but failure so to identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve Recipient of all obligations of protection with respect to said disclosed information thereafter.

Recipient shall maintain all Confidential Information in confidence and shall not disclose same to any third party. In protecting such information from disclosure, Recipient shall use at least the same degree of care as it normally uses in the protection of its own confidential and proprietary information of like kinds. Recipient further agrees that it will not (i) use any Confidential Information received except for the purposes contemplated by this Agreement, (ii) disclose same to persons in its organization without a "need to know", or (iii) make unnecessary copies of same. Upon discovery of an unauthorized, inadvertent or accidental disclosure, Recipient shall promptly notify ARC of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures.

The restrictions herein shall not apply with respect to Confidential Information which:

Is or becomes known to the general public without breach of this Agreement; or

Was previously known to the Recipient or was possessed by it without restriction prior to any disclosure hereunder; or

Is or has been lawfully disclosed to Recipient by a third party without an obligation of confidentiality; or

Is disclosed pursuant to judicial action or government regulations.

Recipient shall not disclose any Confidential Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and U.S. Department of State. This obligation shall survive any termination or expiration of this Agreement, and shall be independent of any other obligations, any limitations thereon, and any exceptions thereto, which may be stated elsewhere in this Agreement.

9. **Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the other party at the following address or such other address as may be given in writing to the other party:

a. ARC:

Bernard Coxton, Director
Homeland Security and Recovery Group
Atlanta Regional Commission
229 Peachtree St NE Suite 100
229 Peachtree Street NE Suite 100
Atlanta, GA 30303
Office: 404-734-4296
bcoxton@atlantaregional.org

b. Recipient:

Wade Yates, Police Chief
Fulton County Police Department
4701 Fulton Industrial Blvd SW
Atlanta, GA 30336
Office: 404-613-6600
william.yates@fultoncountygga.gov

Notices are effective upon receipt by a party.

10. **Termination:**

a. **Convenience:** This Agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least ninety (90) days prior to the effective date of cancellation or termination.

b. **Non-Availability of Funding:** Notwithstanding any other provision of this Agreement, in the event that the source of funding for reimbursement under this Agreement (appropriations from the Congress of the United States of America) no longer exists or in the event the sum of all obligations of ARC incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of ARC as of that moment. The certification by the Director of GEMA of the occurrence of such event shall be conclusive.

11. **Amendment:** This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this Agreement was executed.
12. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party hereto. Each party binds itself, its successors, and permitted assigns to all covenants, agreements and obligations contained herein.
13. **Legal Responsibility.** Each party to this Agreement will bear the risk of its own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this Agreement.
14. **Disputes.** Any claim, controversy or dispute which cannot be resolved by the parties, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction. Each party agrees in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.
15. **No Third Party Beneficiary.** Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
16. **Mutual Negotiations.** The parties hereto have negotiated this Agreement with assistance of legal counsel and, therefore, its terms shall be enforced equally between the parties and there shall be no construction more favorable to either party.

17. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
18. **Entire Agreement.** The parties acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement, including all Exhibits and Attachments, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter.
19. **Effective Date.** The parties acknowledge that if each has received benefit from the other during any period in which no active agreement existed, then all actions and payments made during any such period are hereby ratified by both parties.
20. **Time of the Essence.** Recipient acknowledges that time is of the essence for its obligations under this Agreement.
21. **Severability.** Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.
22. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Georgia.
23. **Force Majeure.** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
24. **Paragraph Headings.** The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.
25. **Counterparts.** This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
26. **Authority to Execute This Agreement.** Each individual executing this Agreement on behalf of a party represents and warrants that he or she is duly authorized to execute this Agreement.
27. **Time of Performance.** Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Exhibit "D." All work and services required hereunder shall be completed on or before September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ARC

By: Bernard Coxtan Date: 7/26/2024
Title: Director, Bernard Coxtan, Homeland Security and Emergency Preparedness Department

By: _____ Date: _____
Title: Executive Director, Anna Roach

By: _____ Date: _____
Title: Chairman, Andre Dickens

Fulton County

By: _____ Date: _____
Title: Chairman, Robb Pitts, Fulton County Board of Commissioners

By: _____ Date: _____
Title: Attorney, Y. Soo Jo, Fulton County

By: _____ Date: _____
Title: County Clerk, Tonya R. Grier, Fulton County Commissioner

Approved as to Substance

By: _____ Date: _____
Title: Police Chief, Wade Yates, Fulton County Police Department

By: _____ Date: _____
Title: Director, Joseph Barasoain, Atlanta Fulton County Emergency Management Agency

Exhibit C

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: www.fema.gov/nims

- | | |
|--|--|
| <p><input type="checkbox"/> Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.</p> <p><input type="checkbox"/> Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.</p> <p><input type="checkbox"/> Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.</p> <p><input type="checkbox"/> Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)</p> <p><input type="checkbox"/> Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.</p> <p><input type="checkbox"/> Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.</p> | <p><input type="checkbox"/> Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).</p> <p><input type="checkbox"/> Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Complete IS-700 NIMS: An Introduction</p> <p style="margin-left: 20px;"><input type="checkbox"/> Complete IS-800 NRP: An Introduction</p> <p style="margin-left: 20px;"><input type="checkbox"/> Complete ICS 100 and ICS 200 Training</p> <p style="margin-left: 20px;"><input type="checkbox"/> Complete ICS 300 Training</p> <p><input type="checkbox"/> Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.</p> <p><input type="checkbox"/> Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.</p> <p><input type="checkbox"/> Incorporate corrective actions into preparedness and response plans and procedures.</p> <p><input type="checkbox"/> Inventory community response assets to conform to homeland security resource typing standards.</p> <p><input type="checkbox"/> To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.</p> <p><input type="checkbox"/> Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.</p> <p><input type="checkbox"/> Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.</p> |
|--|--|

**Authorized
Signature:** _____

Date: _____

Agency: _____

Exhibit D-GY2021 LEOPs Project Equipment List

FULTON COUNTY POLICE DEPARTMENT				
APPLICANT (AGENCY/DEPARTMENT): Fulton County Police Department		Jurisdiction: Fulton County		
Contact at Agency: Jared Olmstead		Phone Number: 404-597-4050	Email: jared.olmstead@fultoncountyga.gov	
Police Equipment List		MOU NUMBER: UASI0091		
Grant Year 2021			GAN NUMBER: EMW-2021-SS-00080	
Project Type: Sustaining Existing Capabilities				
COST ESTIMATE				
GY2021	EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
	First responder Drone system	1	\$ 3,000.00	\$ 3,000.00
	Drone accessories (case, landing pads, memory card	1	\$ 2,154.00	\$ 2,154.00
	Raid eight Detection Kits and Raid eight trainer kits (10pk)	1	\$ 1,890.00	\$ 1,890.00
	CNC Live yearly subscription/yearly service support,and training (4/1/2024-5/31/2025)	1	\$ 23,843.27	\$ 23,843.27
	Yearly service support (current UASI supplied system/equipment) 4/1/2024-5/31/2025	1	\$ 15,038.10	\$ 15,038.10
	TOTAL:			\$45,925.37

Exhibit D- WebEOC Project Details GY2021				
		MOU NUMBER: UASI0091	GAN NUMBER: EMW-2021-SS-00080	
APPLICANT (AGENCY/DEPARTMENT) Atlanta Fulton County Emergency Management Agency	COUNTY Fulton			
Contact at Agency: Joe Barasoain	Phone Number: 404-612-5660		email: joseph.barasoain@afcema.com	
What type of project is this? <input type="checkbox"/> Building New Capability <input checked="" type="checkbox"/> Sustaining Existing Capability				
COST ESTIMATE				
WebEOC Equipment Description (list items)	QUANTITY	ESTIMATED COST EACH (\$)	ESTIMATED TOTAL COST (\$)	
Term Comprehensive Module Care Plan Maintenance (Renewal Term 6/1/2024-5/31/2025)	1	\$ 11,330.55	\$ 11,330.55	
Term-WebEOC Enterprise New - Maintenance (5 Admin, 10 Sub-Admin, 750 users)	1	\$ 41,545.35	\$ 41,545.35	
Juvenile Exchange for WebEOC Enterprise	1	\$ 22,286.25	\$ 22,286.25	
WebEOC Alerts	1	\$ 6,300.00	\$ 6,300.00	
Juvenile DesignStudio Pro	1	\$ 6,300.00	\$ 6,300.00	
WebEOC DesignStudio Pro-Additional users	1	1,260.00	1,260.00	
Total			89,022.15	
GY2021 GRAND TOTAL:			\$134,947.52	

Exhibit D-GY2022
LEOPs Project Equipment List

FULTON COUNTY POLICE DEPARTMENT				
APPLICANT (AGENCY/DEPARTMENT): Fulton County Police Department		Jurisdiction: Fulton County		
Contact at Agency: Jared Olmstead		Phone Number: 404-597-4050	Email: jared.olmstead@fultoncountyga.gov	
Police Equipment List		MOU NUMBER: UASI0091		
Grant Year 2022			GAN NUMBER: EMW-2022-SS-00048	
Project Type: Sustaining Existing Capabilities				
COST ESTIMATE				
GY 2022	EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
	2024 Ford F250 Crew Cab (4x4) and equipment (SWAT)	3	\$ 98,382.00	\$ 295,146.00
TOTAL:				\$295,146.00

Exhibit D-GY2022
Community Preparedness Project List

COMMUNITY PREPARENESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) Atlanta Fulton County Emergency Management Agency		COUNTY Fulton County			
Contact at Agency: Cat Hoffman		Phone Number: 404-867-5267		email: cat.hofmann@afcema.com	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1,2,3	21GN-00CCEQ	2 laptops, full size keyboard, HDMI dock solution	2	\$ 1,099.00	\$ 2,198.00
1,2,3	21GN-00CCEQ	First Responder Communication Bds 12-laminate	1	\$ 24.00	\$ 24.00
1,2,3	21GN-00CCEQ	27 Autism Communication Cards Visual Aid	12	\$ 11.29	\$ 135.48
1,2,3	21GN-00CCEQ	Equipment falling under grant guidance to support the objectives of the Citizen Corps Volunteer programs.	1	\$ 100.00	\$ 100.00
				Total: \$	2,457.48

Exhibit D-GY2022
Community Preparedness Project List
Continued

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) Alpharetta Public Safety		COUNTY Fulton County			
Contact at Agency: Andy Wheeler		Phone Number: 678-436-6300		email: awheeler@alpharetta.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	CERT FIELD OPERATIONS GUIDE	48	\$ 13.69	\$ 657.12
1	21GN-00CCEQ	4 IN 1 EMERGENCY TOOL	24	\$ 20.49	\$ 491.76
1	21GN-00CCEQ	FIRST AID KIT	24	\$ 25.80	\$ 619.20
1	21GN-00CCEQ	ENERGIZER LED HEADLIGHT	24	\$ 17.30	\$ 415.20
1	21GN-00CCEQ	GREEN RING BINDERS	4	\$ 49.99	\$ 199.96
1	21GN-00CCEQ	WATERPROOF NOTEBOOKS	2	\$ 18.60	\$ 37.20
2	09MS-04-TNQT	COMBAT TOURNIQUET	30	\$ 31.59	\$ 947.70
2	21GN-00CCEQ	MISTING FAN	2	\$ 158.00	\$ 316.00
2	21GN-00CCEQ	HEAVY DUTY HOSE	1	\$ 49.98	\$ 49.98
2	21GN-00CCEQ	WILDLAND FIRE HOSE	1	\$ 177.83	\$ 177.83
2	21GN-00CCEQ	HOSE NOZZLE -DECON	1	\$ 36.01	\$ 36.01
2	21GN-00CCEQ	FIRE HYDRANT ADAPTER	1	\$ 16.89	\$ 16.89
2	21GN-00CCEQ	PHILIPS AED	2	\$ 1,736.99	\$ 3,473.98
TOTAL: \$					7,438.83

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) City of Chattahoochee Hills Fire & Rescue		COUNTY Fulton County			
Contact at Agency: Greg Brett		Phone Number: 770-463-1592		email: greg.brett@chatthillsga.us	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	Infant Shelter Kit	5	\$ 81.00	\$ 405.00
1	21GN-00CCEQ	Basic Nursing Kit	1	\$ 661.74	\$ 661.74
1	21GN-00CCEQ	Blanket, Emergency Mylar	50	\$ 1.40	\$ 70.00
1	21GN-00CCEQ	Polar Fleece Blanket	30	\$ 7.53	\$ 225.90
1	21GN-00CCEQ	Disposable Cot Cover	1	\$ 225.00	\$ 225.00
TOTAL: \$					1,587.64

Exhibit D-GY2022

Community Preparedness Project List

Continued

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) Fulton County Board of Health		COUNTY Fulton County			
Contact at Agency: Donald Porter		Phone Number: 404-357-6148		email: donald.porter1@dph.ga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
3	21GN-00CCEQ	Advantus ID Badge Holder Clear 50/pack	4	\$ 16.55	\$ 66.20
3	21GN-00CCEQ	Canon EOS 90D DSLR CAMERA	1	\$ 1,599.00	\$ 1,599.00
3	21GN-00CCEQ	ScanDisk 256GB Extreme PRO UHS-I SDXC Memry Card	2	\$ 39.99	\$ 79.98
3	21GN-00CCEQ	K&F Concept D225C2 Carbon Fiber Tripod with Arca-Type	1	\$ 129.99	\$ 129.99
3	21GN-00CCEQ	Canon EF 75-300 MM f/4-5.6 III Lens	1	\$ 199.00	\$ 199.00
3	21GN-00CCEQ	Water Packet 4OZ	3	\$ 48.00	\$ 144.00
3	21GN-00CCEQ	PONCHO	133	\$ 1.13	\$ 150.29
3	21GN-00CCEQ	Leather Work Gloves	10	\$ 2.53	\$ 25.30
3	21GN-00CCEQ	Harper P Series Nylon Hand Truck	1	\$ 124.00	\$ 124.00
3	21GN-00CCEQ	Blanket Emergency MYLAR	50	\$ 1.40	\$ 70.00
3	21GN-00CCEQ	96 Pack Gauze Rolls Bandages	2	\$ 23.99	\$ 47.98
3	21GN-00CCEQ	Stop the Bleed Kit with online traing course	10	\$ 79.95	\$ 799.50
3	21GN-00CCEQ	Prestan Ultralite CPR Training Manikin with CPR Feedback	5	\$ 144.00	\$ 720.00
				TOTAL: \$	4,155.24

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) Milton Fire Rescue		COUNTY Fulton County			
Contact at Agency: Jason Baswell		Phone Number:			email: jason.baswell@miltonga.gov
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
2	21GN-00CCEQ	314903892-Igloo MaxCold Roller Cooler 40 qt. Blue	6	\$ 54.99	\$ 329.94
2	21GN-00CCEQ	ISO2-Bullard Isotherm Cool Vest	4	\$ 195.95	\$ 783.80
2	21GN-00CCEQ	ISO2XL-Bullard Isotherm Cool Vest	4	\$ 249.87	\$ 999.48
2	21GN-00CCEQ	321915894-3.2 cu. ft. Wagon Cart	2	\$ 86.19	\$ 172.38
2	21GN-00CCEQ	316604378-2200W Gasoline Powered Inverter Generator	1	\$ 999.00	\$ 999.00
2	21GN-00CCEQ	320062846-60lbs. Grey US Weight Canopy Weight Set	2	\$ 86.67	\$ 173.34
2	21GN-00CCEQ	325277352-1600 Peak Amp Jump Starter	1	\$ 159.00	\$ 159.00
2	21GN-00CCEQ	206510146-20V MAX Cordless 9 Tool Combo Kit	1	\$ 599.00	\$ 599.00
2	21GN-00CCEQ	301274931-20V MAX XR Lithium-Ion 6.0Ah Battery Pack	5	\$ 179.00	\$ 895.00
2	21GN-00CCEQ	316898848-ABC Dry Chemical Fire Extinguisher	4	\$ 92.00	\$ 368.00
2	21GN-00CCEQ	304773984-20V MAX 3000-Lumen Adjustable LED Tripod Light	4	\$ 229.00	\$ 916.00
2	21GN-00CCEQ	207072430-WaterBUG Submersible Utility Pump	2	\$ 124.00	\$ 248.00
2	21GN-00CCEQ	KM-091-215-12-Kussmaul Auto Charge 1000	1	\$ 649.95	\$ 649.95
2	21GN-00CCEQ	4CH71-AIR KING Box Fan	3	\$ 66.27	\$ 198.81
2	21GN-00CCEQ	317521332-144-Position Flex-Head Ratcheting Combination	1	\$ 449.00	\$ 449.00
2	21GN-00CCEQ	204221765-1000V Insulated Screwdriver Set	1	\$ 99.00	\$ 99.00
2	21GN-00CCEQ	328274271-SAE/Metric Ratchet/Socket Mechanics Tool Set	1	\$ 249.00	\$ 249.00
				TOTAL: \$	8,288.70

Exhibit D-GY2022
Community Preparedness Project List
Continued

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) City of South Fulton Fire Department		COUNTY Fulton County			
Contact at Agency: Jake Jenkins		Phone Number: 404-279-0566		email: jake.jenkins@cityofsouthfultonga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER		QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	ZOLL AED Plus Trainer 2	3	\$ 446.00	\$ 1,338.00
1	21GN-00CCEQ	AHA 2020 Basic Life Support (BLS) DVD	1	\$ 105.00	\$ 105.00
1	21GN-00CCEQ	Premium CERT Kit	9	\$ 161.99	\$ 1,457.91
1	21GN-00CCEQ	PROPAC Ready COT	9	\$ 60.00	\$ 540.00
1	21GN-00CCEQ	TrueClot Wound Packing Training Kit	1	\$ 1,149.00	\$ 1,149.00
1	21GN-00CCEQ	50% WOOL BLANKET, 20/BALE	1	\$ 257.65	\$ 257.65
TOTAL: \$					4,847.56

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2022					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) Sandy Springs Fire Department		COUNTY Fulton County			
Contact at Agency: Reginald McClendon		Phone Number: 770-362-5997		email: rmccclendon@sandyspringsga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
2	21GN-00CCEQ	Glowear Lightweight Hi-Vis Rain Jacket, multiple sizes (M-3X)	57	\$ 41.95	\$ 2,391.15
2	21GN-00CCEQ	DeWALT BTU Cordless Forced Air Propane Heater	2	\$ 199.00	\$ 398.00
2	21GN-00CCEQ	DeWALT 20V MAXC Battery, 6 Ah, 2-Pack	2	\$ 179.00	\$ 358.00
2	21GN-00CCEQ	Personalised Printed High Visibility Reflective Two Safety Vest	36	\$ 27.43	\$ 987.48
TOTAL: \$					4,134.63
GY2022 GRAND TOTAL: \$					328,056.08

Exhibit D-GY2023
LEOPs Project Equipment List

FULTON COUNTY POLICE DEPARTMENT				
APPLICANT (AGENCY/DEPARTMENT): Fulton County Police Department		Jurisdiction: Fulton County		
Contact at Agency: Jared Olmstead		Phone Number: 404-597-4050	Email: jared.olmstead@fultoncountyga.gov	
Police Equipment List		MOU NUMBER: UASI0091		
Grant Year 2023			GAN NUMBER: EMW-2023-SS-00099	
Project Type: Sustaining Existing Capabilities				
COST ESTIMATE				
	EQUIPMENT DESCRIPTION	QUANTITY	ESTIMATED COST (\$)	ESTIMATED TOTAL COST (\$)
GY2023	Portable Pole-Mounted Camera Sytem	1	\$ 50,200.00	\$ 50,200.00
TOTAL:				\$50,200.00

Exhibit D-GY2023
Community Preparedness Project List

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2023					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2022-SS-00048	
APPLICANT (AGENCY/DEPARTMENT) City of Chattahoochee Hills Fire & Rescue		COUNTY Fulton County			
Contact at Agency: Greg Brett		Phone Number: 770-463-1592		email: greg.brett@chatthillsga.us	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	ProPac Bunkhouse Shelter Cart Kit SKU K5505	1	\$ 3,262.50	\$ 3,262.50
TOTAL: \$					3,262.50

Exhibit D-GY2023 Community Preparedness Project List Continued

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2023					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2023-SS-00099	
APPLICANT (AGENCY/DEPARTMENT) Alpharetta Public Safety		COUNTY Fulton County			
Contact at Agency: Andy Wheeler		Phone Number: 678-436-6300		email: awheeler@alpharetta.ga.us	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
1,2,3	21GN-00CCEQ	CERT FEATHER FLAG	1	\$ 168.74	\$ 168.74
1,2,3	21GN-00CCEQ	TOWER LIGHT & BATTERY & CHARGER- MILWAUKEE	2	\$ 693.15	\$ 1,386.30
1,2,3	21GN-00CCEQ	MEMORY STICK GREEN 16GB	3	\$ 26.98	\$ 80.94
1,2,3	21GN-00CCEQ	SAFETY GLASSES	2	\$ 24.00	\$ 48.00
	21GN-00CCEQ	BLUE MENS PANTS (multiple sizes)	20	\$ 63.20	\$ 1,264.00
	21GN-00CCEQ	BLUE WOMENS PANTS (multiple sizes)	4	\$ 54.40	\$ 217.60
TOTAL: \$					3,165.58

CITIZEN CORPS PROJECT DETAILS GY2023					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2023-SS-00099	
APPLICANT (AGENCY/DEPARTMENT) City of South Fulton Fire Department		COUNTY Fulton County			
Contact at Agency: Jake Jenkins		Phone Number: 404-279-0566		email: jake.jenkins@cityofsouthfultonga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER		QUANTITY	COST EACH	TOTAL COST
1	21GN-00CCEQ	PROPAC Ready COT	10	60.00	\$ 600.00
1	21GN-00CCEQ	Premium CERT Kit	15	161.99	\$ 2,429.85
1	21GN-00CCEQ	50% WOOL BLANKET, 20/BALE	1	257.65	\$ 257.65
1	21GN-00CCEQ	CERT Pamphlets - Response Team Training - preparedness Training - CERT Training and Recruitment	5	13.95	\$ 69.75
1	21GN-00CCEQ	Canopy Tent, 10x10 Canopy Tent with sidewalls, Pop Up			
		Canopy Tent w/2 Sidewalls & 4 Weight Bags & Carry Bag	4	134.99	\$ 539.96
1	21GN-00CCEQ	Insulated Portable Cooler with Heavy Duty Wheels, Leak-Proof	4	105.99	\$ 423.96
1	21GN-00CCEQ	100-Person Emergency First Aid Kit for Home, Work, and Travel	4	36.03	\$ 144.12
1	21GN-00CCEQ	ZOLL AED Plus Trainer 2	1	446.00	\$ 446.00
TOTAL: \$					4,911.29

Exhibit D-GY2023 Community Preparedness Project List Continued

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2023					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2023-SS-00099	
APPLICANT (AGENCY/DEPARTMENT) Milton Fire Rescue		COUNTY Fulton County			
Contact at Agency: Jason Baswell		Phone Number: 678-242-2535		email: jason.baswell@miltonga.gov	
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
	21GN-00CCEQ	Husqvarna 572XP Chainsaw	3	\$ 951.99	\$ 2,855.97
	21GN-00CCEQ	Husqvarna 562 XP Chainsaw 20"	3	\$ 671.99	\$ 2,015.97
	21GN-00CCEQ	Waterproof Rain Pants (multiple sizes)	28	\$ 25.97	\$ 727.16
	21GN-00CCEQ	Forced Air Propane Heater 68000 BTU	2	\$ 209.95	\$ 419.90
	21GN-00CCEQ	E-Z UP Instant Canopy	3	\$ 505.12	\$ 1,515.36
	21GN-00CCEQ	Tactical Fleece 2.0 (multiple sizes)	36	\$ 88.00	\$ 3,168.00
	21GN-00CCEQ	Waterproof Cold Weather Gloves (multiple sizes)	26	\$ 35.99	\$ 935.74
	21GN-00CCEQ	Tier Industrial Duty Steel Garage Storage	5	\$ 249.00	\$ 1,245.00
	21GN-00CCEQ	CAT Tourniquet - GEN7 Black	10	\$ 28.76	\$ 287.60
	21GN-00CCEQ	Galls Barrier Tape	8	\$ 23.99	\$ 191.92
	21GN-00CCEQ	Galls 12 1/2" LED Traffic Baton	10	\$ 24.00	\$ 240.00
	21GN-00CCEQ	Kick Stand Measuring Wheel	2	\$ 105.99	\$ 211.98
	21GN-00CCEQ	Fold & Roll, Emergency Traffic System	3	\$ 318.99	\$ 956.97
	21GN-00CCEQ	Hi-Tensile Steel Center Cut Bolt Cutter	2	\$ 311.39	\$ 622.78
	21GN-00CCEQ	Council Tool Sledge Hammer	2	\$ 44.99	\$ 89.98
	21GN-00CCEQ	Council Tool Halligan Style Forcible Entry Tool	2	\$ 233.99	\$ 467.98
	21GN-00CCEQ	Council Tool Forest Fire Rake	2	\$ 60.39	\$ 120.78
	21GN-00CCEQ	Council Tool Firefighter's Pickhead Axe	2	\$ 85.39	\$ 170.78
	21GN-00CCEQ	Council Tool 6 lb Flathead Fire Axe	2	\$ 74.39	\$ 148.78
	21GN-00CCEQ	16569.83+	2	\$ 88.59	\$ 177.18
				TOTAL: \$	16,569.83

COMMUNITY PREPAREDNESS PROJECT DETAILS GY2023					
			MOU NUMBER: UASI0091	GAN NUMBER: EMW-2023-SS-00099	
APPLICANT (AGENCY/DEPARTMENT) Fulton County Board of Health		COUNTY Fulton County			
Contact at Agency: Donald Porter		Phone Number:404-357-6148			email: donald.porter1@dph.ga.gov
What type of project is this? Building New Capability Sustaining Existing Capability <input checked="" type="checkbox"/>					
Program Number: 1. CERT, 2. Fire Corps, 3. Medical Reserve Corps (MRC), 4. Neighborhood Watch (NW), 5. Volunteers in Police Service (VIPS)					
COST ESTIMATE					
PROGRAM NUMBER	AEL REFERENCE NUMBER	ITEM	QUANTITY	COST EACH	TOTAL COST
3	21GN-00CCEQ	MRC Half Wall for 10X10 Shelter	2	\$ 94.50	\$ 189.00
3	21GN-00CCEQ	MRC Feather Clag Kit Blue	2	\$ 168.74	\$ 337.48
3	21GN-00CCEQ	Vertical Flag X Base	2	\$ 69.30	\$ 138.60
3	21GN-00CCEQ	Vertical Flag X Base Water Bag	2	\$ 11.97	\$ 23.94
3	21GN-00CCEQ	MRC Drawstring Tote Blue	10	\$ 8.44	\$ 84.40
3	21GN-00CCEQ	2553.22+494	3	\$ 189.00	\$ 567.00
3	21GN-00CCEQ	LANYARD MRC	100	\$ 2.81	\$ 281.00
3	21GN-00CCEQ	Training Combat Application Tourniquet (C-A-T) Blue Gen 7	20	\$ 31.59	\$ 631.80
3	21GN-00CCEQ	FAO Vehicle First Aid Kit-93 Pieces Plastic Case W/Gasket	10	\$ 30.00	\$ 300.00
TOTAL: \$					2,553.22
GY2023 GRAND TOTAL: \$					85,698.16



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0563

Meeting Date: 9/4/2024

Department

Superior Court Administration

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a statewide contract - Superior Court Administration, SWC #47100-GBI0000165-0002, in an amount not to exceed \$142,405.00 with Siemens Healthcare Diagnostics, Inc., to purchase medical/drug testing supplies for random drug testing for Superior Court Accountability Courts, State Court and Juvenile Courts. Effective July 1, 2024, through June 30, 2025. 100% Grant Funded.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This request will provide pharmaceutical and drug testing supplies to be utilized by the Fulton County Accountability Courts program which includes the Adult Drug Court program and Veteran and Behavioral Health Court programs. The purchase of all testing supplies is to be reimbursed through approved funds established by the 2018 statewide grants for Behavioral Health, Veterans and Adult Drug Court programs. This procurement is primarily grant funded through the Georgia Criminal Justice Coordinating Council.

Scope of Work: The purchase of medical/drug testing supplies for random drug testing primarily for

Superior Court Accountability Courts, as well as State and Juvenile Courts as requested.

Community Impact: The contract with Siemens will support drug testing services for more than 400 criminal defendants in the Accountability Court Programs. The provision of these services will ensure program compliance and effective treatment/services for defendants with substance abuse addictions. Effective treatment programs improve safety and reduce criminal recidivism in the community.

Department Recommendation: Superior Court Administration recommends approval.

Project Implications: The contract with Siemens will allow the purchase of drug testing supplies at a discounted rate for more than 400 defendants within the Accountability Court Programs. The lack of these supplies will prohibit adequate treatment as required for defendants with substance abuse addictions and prevent assimilation back into the community at large.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this contract.

Department Issues/Concerns: The Department does not have any issues or concerns with this contract.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Copy of Statewide Contract #47100-GBI0000165-0002

Contact Information *(Type Name, Title, Agency and Phone)*

David Summerlin, Court Administrator, Superior Court, 404.612.4529

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$142,405

Agenda Item No.: 24-0563

Meeting Date: 9/4/2024

TOTAL: \$142,405

Grant Information Summary

Amount Requested: \$142,405

Match Required: \$0.00

Start Date: July 1, 2024

End Date: June 30, 2025

Match Account \$: \$0.00

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

461-450-AC25-1451, Grant, Superior Court Administration, Pharmacy/Med Supplies, \$113,110

Funding Line 2:

461-450-MC25-1451, Grant, Superior Court Administration, Pharmacy/Med Supplies, \$12,317

Funding Line 3:

461-450-VT25-1451, Grant, Superior Court Administration, Pharmacy/Med Supplies, \$16,978

Key Contract Terms	
Start Date: 7/1/2024	End Date: 6/30/2025
Cost Adjustment: N/A	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating N/A

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A



CONTRACT RENEWAL NO. 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Bureau of Investigation on behalf of the Criminal Justice Coordinating Council
Supplier's Full Legal Name:	SIEMENS HEALTHCARE DIAGNOSTICS INC
Contract No.:	47100-650-GBI0000165-0002
Solicitation No./Event ID:	47100-GBI0000165
Solicitation Title/Event Name:	Reagent Rental Agreement for Drug Testing
Contract Award Date:	11-01-2022
Current Contract Term:	07-01-2023 to 06-30-2024
Amendment No.:	2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	07-01-2024
End Date of New Contract Term:	06-30-2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SEXUAL HARASSMENT PREVENTION.** The Contract is hereby amended to include the following provision(s) in as a new subsection entitled "Sexual Harassment Prevention"

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.


- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://georgiadoas.prod.acquia-sites.com/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/MxCvD3FXepk> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual

Harassment Prevention Policy located at <https://georgiadoas.prod.acquia-sites.com/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/MxCvD3FXepk> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	SIEMENS HEALTHINEERS
Authorized Signature:	
Printed Name and Title of Person Signing:	Diana Bourghol
Date:	7/31/24
Company Address:	511 Benedict Ave. TARRYtown, NY 10591

STATE ENTITY

--	--

Council of Accountability Court Judges

Authorized Signature:	<i>[Signature]</i>
Printed Name and Title of Person Signing:	TAYLOR JONES, Executive Director
Date:	8/8/24
Company Address:	244 Washington Street SW, Suite 300 Atlanta, GA 30334



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0566

Meeting Date: 9/4/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing "Recovery Month." **(Ellis/Pitts)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0568

Meeting Date: 9/4/2024

Department

Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request for approval of a contract between Fulton County Department of Registration & Elections and Gilbert, Harrell, Sumerford & Martin, P.C. in the total amount of \$99,600.00, to be paid in monthly installments of \$24,900.00, for monitors for the Fulton County November 2024 election, pursuant SEB 2023-025 which has been resolved by a reprimand.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with State of Georgia O.C.G.A §36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background: The Fulton County Department of Registration & Elections recommends consideration of the contract. In 2020, the SEB similarly appointed a monitor to observe and report on Fulton County's election activities. The purpose of the monitoring is to ensure that Fulton County is following proper laws, regulations, and procedures in the administration of the 2024 election; to provide timely, accurate, and impartial statements and reports; and to offer appropriate recommendations that could help improve the election process. This contract is to provide that monitoring service from a team consisting of experts in Georgia election administration

Scope of Work: The scope of the Monitoring Team's work includes observing all aspects of election related activities in Fulton County, with a focus on the activities listed above. The monitoring will include review policies and procedures, analysis of policies and procedures, observation of whether policies and procedure are being followed, and review of whether sufficient quality assurance mechanisms are in place to ensure that policies and procedures are being followed. The Monitoring Team and its partners will also conduct in-person observation of as much of Advance Voting, Election Day voting, and tabulation as possible.

Community Impact: The Department of Registration & Elections is not aware of any community impact.

Department Recommendation: Department of Registration & Elections recommends approval.

Project Implications: The approval of this proposed is needed to satisfy Case No. SEB 2023-025.

Community Issues/Concerns: Department is not aware of any community issues or concerns.

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1160: General, Registration & Elections, Professional Services: \$99,600.00

Exhibits Attached:

Exhibit 1: Proposal for Monitoring Fulton County's 2024 General Election

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-3130

Proposal for Monitoring Fulton County's 2024 General Election

Background Information

On May 7, 2024, as part of the resolution of Case No. SEB 2023-025 (Fulton County), the State Election Board ("SEB") voted to appoint a mutually-agreeable monitor to observe 2024 election activities in Fulton County. In 2020, the SEB similarly appointed a monitor to observe and report on Fulton County's election activities. The purpose of the monitoring is to ensure that Fulton County is following proper laws, regulations, and procedures in the administration of the 2024 election; to provide timely, accurate, and impartial statements and reports; and to offer appropriate recommendations that could help improve the election process. This proposal is to provide that monitoring service from a team consisting of experts in Georgia election administration.

The Monitoring Team would consist of:

- **Lynn Bailey** - Former Richmond County, Georgia Elections Director
- **Monica Childers** – Senior Election Subject Matter Expert, U.S. Election Assistance Commission
- **Ryan Germany** - Former General Counsel for Georgia Secretary of State's Office
- **Carter Jones** - State Election Board Appointed Monitor of Fulton County Elections in 2020
- **Matt Mashburn** - Former Member and Acting Chairman of the State Election Board; Former Republican Party Statewide Pollwatcher

The Team has also had discussions with the Carter Center supported Georgia Democracy Resilience Network regarding a possible partnership to allow the Team to bring in additional monitoring resources and capabilities, particularly during early voting and on Election Day. The purpose of any partnership will be to further the mission of the Monitoring Team, which is to ensure that Fulton County is following proper laws, regulations, and procedures in the administration of the 2024 election.

Program Objectives

Following recognized standards for election observation, the Monitoring Team's goal is to provide systematic, comprehensive, and accurate gathering of information regarding Fulton County's administration of the 2024 election; to compile and issue timely, accurate, and impartial statements and reports presenting those findings; and to make recommendations to help improve the process. The Monitoring Team's observation will be process and compliance-oriented and not concerned with any particular result of the election. The Monitoring Team will not obstruct or otherwise interfere with the election process.

- **Objective 1: Provide process and compliance-oriented monitoring, including quality assurance processes, of all aspects of election administration in Fulton County, including:**
 - **Security and Chain of Custody Procedures**
 - **Poll Worker Training**
 - **Ballot Proofing**

- **Logic and Accuracy Testing**
 - **Warehouse and Equipment Storage and Delivery Procedures**
 - **Processing Absentee Ballot Applications**
 - **Preparing and Issuing Absentee Ballot Packages**
 - **Receiving and Verifying Absentee Ballots**
 - **Absentee Ballot Drop Box Management**
 - **Early Processing of Absentee Ballots**
 - **Advance Voting**
 - **Election Day Voting and Polling Place Readiness**
 - **Polling Place Management including Recap Sheets and other Required Documentation (for Advance and Election Day Voting)**
 - **Poll Watcher Transparency and Management**
 - **Batch Management**
 - **Tabulation of Ballots (including Early Tabulation)**
 - **Reporting of Results**
 - **Canvassing and Reconciliation**
 - **Auditing**
 - **Post-Election Processes and Certification**
- **Objective 2: Provide periodic statements of findings and a final report, including appropriate recommendations to help improve the election process, to the State Election Board, Secretary of State's Office, Fulton County, and the public.**

Scope of Work

The scope of the Monitoring Team's work includes observing all aspects of election related activities in Fulton County, with a focus on the activities listed above. The monitoring will include review of written and unwritten policies and procedures, analysis of policies and procedures, observation of whether policies and procedure are being followed, and review of whether sufficient quality assurance mechanisms are in place to ensure that policies and procedures are being followed.

The Monitoring Team and its partners will also conduct in-person observation of as much of Advance Voting, Election Day voting, and tabulation as possible.

Timing

In order to conduct a robust and thorough observation, it is crucial that the Monitoring Team begin its work prior to ballots going out. The latest the Monitoring Team should start its work is August 2024. In the interest of issuing a timely report and recommendations, the Team will seek to issue its Final Report by the end of November 2024.

Joint Accountabilities

The Monitoring Team will not hinder or obstruct the administration of the election and will follow the instructions of Fulton County elections personnel to ensure the Team is not obstructing the process. The Monitoring Team understands that it has no supervisory authority, and it will not instruct Fulton County personnel to do or not do a certain action.

Fulton County will grant the Monitoring Team unimpeded access to all parts of the election process. Fulton County will provide the Monitoring Team with a point of contact for all the sub-topics listed above (which may be the same person or different people for different topics) who shall assist the Monitoring Team in achieving the needed access to conduct a thorough observation. Such person shall also be available at reasonable times for questions from the Monitoring Team and will be responsive to those questions.

Cost

The fee for our proposed services is a total of **\$99,600** payable by Fulton County in four monthly installments of **\$24,900**, beginning in August 2024 and ending in November 2024. Contracting and payment will be administered through the law firm of Gilbert, Harrell, Sumerford & Martin, P.C.

The cost reflects the substantial amount of time that the Monitoring Team will spend on these services. The cost will be used to compensate Monitoring Team members for their time and to defer expenses such as travel and parking. Team Member Monica Childers will not be accepting any compensation for her services.

Acceptance

Your signature below indicates acceptance of this proposal and the terms and conditions herein.

Fulton County Board of Elections and Registration

Signature: Catherine M. Woolard
Name: Catherine M. Woolard
Title: Chairperson Fulton Co BRE
Date: July 11, 2024

State Election Board

Signature: _____
Name: _____
Title: _____
Date: _____

Office of the Georgia Secretary of State

Signature: Charlene S. McGowan
Name: Charlene S. McGowan
Title: General Counsel
Date: July 9, 2024

Monitoring Team

Signature: _____
Name: _____
Title: _____
Date: _____

SIGNATURES:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0569

Meeting Date: 9/4/2024

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22RFP041122C-MH, General Landscaping & Lawn Care Services for Countywide Facilities in the total amount of \$275,270.74 with (A) ReIMAGE General Contractors, LLC (Atlanta, GA), to cover the costs to provide additional on-site landscape/ground maintenance and lawn care services at various sites Countywide. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: The proposed increase in spending authority is being requested to cover the costs to provide additional on-site landscape/ground maintenance and lawn care services at various sites Countywide to include: the purchase/delivery and the installation of landscape materials such as gravel, stone, mulch, pine straw, seeds, sod, trees, and flowers for the beautification for the new Airport Administration building at the Fulton County Executive Airport-Charlie Brown Field, Fulton County Animal Service Facility, New Beginnings Senior Center and East

Point Library.

Also to complete the Work Order requests for clearing and removal of over-growth vegetation and kudzu from the Juvenile Justice Court Building, Fulton County Jail, East Point Library, Central Training Center, vacant lots, and the new Public Safety Training Center on Fulton Industrial Boulevard.

Costs Breakdown:

1. Additional Landscape and Refresh/Upgrade at County-Owned Sites:

	County Facility	Project Description	Project Cost
1	Fulton County Animal Services Facility	Beautification project - 26,500 sq. ft. overseeding Bermuda and 530 bales of pine straw installation	\$11,564.81
2	Juvenile Court	Over-growth clearing and removal of kudzu	\$2,885.00
3	Fulton County Jail	Additional landscape maintenance, over-growth clearing and kudzu removal	\$17,250.00
4	Central Training Center	Clearing and removal of kudzu	\$8,000.00
5	New Fulton County Public Safety Training Center	Clearing and removal of trees and weeds	\$11,750.00
6	East Point Library	Landscape renovation	\$16,000.00
7	Cleveland Avenue Vacant Lot	Clean-up and removal of illegal dumping	\$4,550.00
8	New Beginnings Senior Center	Flower planting	\$3,109.00
9	11 Fulton County 911 Tower Sites	Clearing and removal of trees and weeds	\$23,100.00
10	Various site projects	Additional landscaping materials for installation of new mulch/pine straw, gravel, stone, seeds, sod, trees and flowers	\$51,000.00
	Total Costs		\$149,208.81

2. Additional Landscape Maintenance for Fulton County Executive Airport-Charlie Brown:

	County Facility	Project Description	Project Cost
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1	Fulton County Executive Airport - Charlie Brown Field	14 acres of trees clearing and removal project	\$38,900.00
2		Tree replacement and planting project	\$7,020.36
3		39,500 sq. ft. new sod installation	\$70,061.57
4		Landscaping for new Administration Bldg.	\$10,080.00
	Total Costs		\$126,061.93

The Landscape Contractor is responsible to provide spring/fall clean-up and providing mulch refreshing and upgrades on an as needed basis at County-owned properties. DREAM has identified approximately 21 remaining selected County-owned facilities and sites that need immediate upgrade/renovation for FY2024.

Scope of Work: This contract currently provides on-site general landscaping and lawn care for 108 countywide facilities (North Fulton - 20 sites and South Fulton - 88 sites). This includes, but is not limited to, maintenance of ground covers, annuals, perennials, shrubs, trees, and irrigation systems. The maintenance includes but is not limited to application of fertilizers, herbicides, pesticides, watering, pruning, weeding, deadheading, replacement planting (as approved by the County), loose trash removal and disposal out of County facilities, leaf removal, irrigation repair and maintenance, tree removal, spring and fall clean up, vegetation control, grubbing, and upkeep for surplus and unused buildings, facilities, sites, vacant lots, control illegal dumping and removal of debris clean-up on all County-owned sites.

Community Impact: Enhance the professional appearance of the facilities and surrounding communities.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

Project Implications: This contract provides all the necessary labor, equipment, transportation, and materials to provide general landscaping, maintenance, and lawn care services for County-wide facilities.

Community Issues/Concerns: None of which the Department is aware.

Department Issues/Concerns: If this increase spending authority is not approved, this will affect the Department's ability to address the needs for additional full on-site lawn care maintenance services for approximately 21 County-owned facilities and sites for FY2024.

Contract Modification

(A) ReIMAGE General Contractors, LLS

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0491	7/13/22	\$613,955.80
1st Renewal	22-0860	11/16/22	\$1,552,784.00
2 nd Renewal	23-0711	10/18/23	\$1,552,784.00
Amendment No. 1	24-0198	3/20/24	\$184,909.00
Increase Spending Authority No. 1			\$275,270.74
Total Revised Amount			\$4,179,703.54

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$275,270.74

Prime Vendor: ReIMAGE General Contractors, LLC
Prime Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$275,270.74 or 100.00%

Total Contract Value: \$275,270.74 or 100.00%**Total Certified Value:** \$275,270.74 or 100.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment No. 2 to Form of Contract
Exhibit 2: Cost Proposal - ReIMAGE General Contractor
Exhibit 3: Approved Itemize Additional Landscape Maintenance for Identified Facilities
Exhibit 4: Contractor's Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$613,955.80
Previous Adjustments: \$3,290,477.00
This Request: \$275,270.74

Agenda Item No.: 24-0569

Meeting Date: 9/4/2024

TOTAL: \$4,179,703.54

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1160: General, Real Estate and Asset Management, Professional Services- \$149,208.81

Funding Line 2:

200-540-5601-1160: Airport, Public Works, Professional Services- \$126,061.93

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **ReIMAGE General Contractors, LLC**

Contract No. **22RFP041122C-MH, General Landscaping and Lawn Care Services
for Countywide Facilities**

Address: **3715 Northside Parkway, BLDG 100, STE 500**
City, State **Atlanta, GA 30327**

Telephone: **(404) 382-7490**

E-mail: reimagegeneralcontractorsl@gmail.com

Contact: **Monica Cainon**
Founder & Owner

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with ReIMAGE General Contractors, LLC, to provide general landscaping and lawn care services for facilities Countywide, dated 13th day of July 2022, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, this amendment increases the spending authority to cover the costs to provide additional on-site landscape, ground maintenance and lawn care services at various sites Countywide; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on September 4, 2024, BOC Items #24-.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective as of the 4th day of September, 2024, between the County and ReIMAGE General Contractors, LLC, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to provide additional on-site landscape/ ground maintenance and lawn care services at various sites Countywide to include: the purchase/delivery and the installation of landscape materials such as gravel, stone, mulch, pine straw, seeds, sod, trees, and flowers

for the beautification for the new Airport Administration building at the Fulton County Executive Airport-Charlie Brown, Fulton County Animal Service Facility, New Beginnings Senior Center and East Point Library.

Also to complete the Work Order requests for clearing and removal of over-growth vegetation and kudzu from the Juvenile Justice Court Building, Fulton County Jail, East Point Library, Central Training Center, Vacant Lots, and the new Public Safety Training Center on Fulton Industrial Blvd.

1.1 Additional Landscape and Refresh/Upgrade at County-Owned Sites:

	County Facility	Project Description	Project Cost
1	Fulton County Animal Services Facility	Beautification project- 26,500 sq. ft. overseeding Bermuda and 530 bales of pine straw installation	\$11,564.81
2	Juvenile Court	Over-growth clearing and removal of kudzu	\$2,885.00
3	Fulton County Jail	Additional landscape maintenance, Over-growth clearing and kudzu removal	\$17,250.0
4	Central Training Center	Clearing and removal of kudzu	\$8,000.00
5	New Fulton County Public Safety Training Center	Clearing and removal of trees and weeds	\$11,750.0
6	East Point Library	Landscape renovation	\$16,000.00
7	Cleveland Avenue Vacant Lot	Clean-up and removal of illegal dumping	\$4,550.00
8	New Beginnings Senior Center	Flower planting	\$3,109.00
9	11 Fulton County 911 Cell Towers Sites	Clearing and removal of over-grown vegetation	\$23,100.00
10	Various site projects	Additional landscaping materials for installation of new mulch and pine straw	\$51,000.00
	Total		\$149,208.81

1.2. Additional Landscape Maintenance for Fulton County Executive Airport-Charlie Brown:

	County Facility	Project Description	Project Cost
1	Charlie Brown Airport	14 acres of tree clearing and removal project	\$38,900.00
2		Tree replacement and planting project	\$7,020.36

3		39,500 sq. ft. new sod installation	\$70,061.57
4		Landscaping for new Administration Bldg.	\$10,080.00
	Total		\$126,061.93

The Contractor is responsible to provide spring/fall clean-up and providing mulch refreshing and upgrades on an as needed basis at County-owned properties. DREAM have identified approximately 21 remaining selected County-owned facilities and sites that need immediate upgrade/renovation at these selected locations for FY2024.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$275,270.74 (Two Hundred Seventy-Five Thousand Two Hundred Seventy Dollars and Seventy-Four Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**REIMAGE GENERAL CONTRACTORS,
LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Monica Cainon,
Founder & Owner

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Joseph N. Davis, Director,
Department of Real Estate and Asset
Management

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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QUOTE REQUEST - 6/13/2024

DESCRIPTION	AMOUNT
Fulton County Animal Shelter Beautification Project Passive overseeding Bermuda 26,500 sq ft 530 bails of wheat straw 10 bags of Bermuda seed for passive over-seeding	\$11,564.81
Juvenile Justice Fence Clearing Overgrowth and vegetation	\$2,885.00
Juvenile Justice Kudzu removal I-20 Phase 1 Kudzu clearing on back side of building: Clear all accessible areas inside fence. Removal of dead vines in fence and trees. 5-7 Days for full property.	\$34,985.03
Senior Center – New Beginnings Flower installation	\$3,109.63
Fulton County Jail Overgrowth vegetation removal Overgrowth fence vegetation removal Motor Pool Kudzu removal Additional maintenance area added	\$17,250.00
Central Training Center Kudzu removal	\$8,000.00
Public Safety Training Center (FIB) Cut all the small trees and weeds on both sides of the fence line 2-3 feet back. Remove and Haul Away trees and weeds Fence clearing Vegetation Removal	\$11,750.00



GENERAL CONTRACTORS

"QUALITY CREATIONS & TRANSFORMATIONS"

Additional landscape materials Price per bail (straw) \$8.75 Price per Cubic yard (mulch) \$85.00	\$61,000.00
Additional vacant lot clearing Illegal dumping removal Homeless clean up Bush hog	\$36,657.00
East Point Landscaping Renovations	\$16,000.00
Jail- Jefferson Place fence clean up	\$4,998.92
Jail – 2 additional area clean-up for the remainder of the year May – Dec 2024	\$5,040.00
Fulton County Airport Tree Clearing Project	\$38,900.00
Fulton County Airport Sod preparation and installation/labor \$38,230.00 79 pallets of Bermuda 39,500 sq.ft materials \$31,831.57 40 bags of soil3 compost	\$70,061.57
Fulton County Airport Tree Planting Project Materials and Delivery- Eleven 15 gallon Trident Maple Trees \$4,730.00 Labor - Plant Eleven 15 gallon Trident Maple Trees \$2,290.36	\$7,020.36
11 Cell Towers Sites Clean up & On-going monthly maintenance (June-Dec, 2024)	\$23,100.00
Cleveland Ave Illegal Dumping Initial clean up & On-going monthly maintenance (June-Dec, 2024)	\$4,550.00
TOTAL	\$356,872.32

Public Works- Authority Increase for airport
airport public works- tree clearing project- 14 acres
airport public works- tree replacement project
airport public works- Sod Installation 39,500 square feet for administrative building
airport public works- administration building (new building)

Total Public Works- authority increase

DREAM Authority Increase for various projects and work orders
Additional Landscaping Materials - Mulch and Straw (Home depot agreement was not in place)
Fulton County Animal Shelter overseeding (common burmuda)/Sod rights-of-way frontage (temporary irrigation)
Juvenile Justice Court House (fence clearing-kudzu removal)
Fulton County Jail Additonal land and tree removal
Central Training Center- Overgrowth- Kudzu Removal
New Public Safety Training Center overgrowth and fence line
East Point landscape installtions (removal all existing vegetation, install plants and sod, and detention pond cleani
Eleven (11) Fulton County 911 Celltower sites (remove overgrowth and ongoing maint for June -December 2024
Senior Center- New Beginnings- Flower planting
Clealand Avenue (Vacant Lot Clearing)- Removal of Homeless Camping Site

Total of Authority Increases- Public works and DREAM

38,900.00
7,020.36
70,061.57
10,080.00

126,061.93

51,000.00
11,564.81
2,885.00
17,250.00
8,000.00
11,750.00
16,000.00
23,100.00
3,109.00
4,550.00

149,208.81

149,208.81
126,061.93
275,270.74

Performance Evaluation Details

ID	E6
Project	General Landscaping & Lawn Care Services for Countywide Facilities
Project Number	22RFP041122C-MH
Supplier	ReIMAGE General Contractors, LLC
Supplier Project Contact	Monica Cainion (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	07/08/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/08/2024 09:09 AM EDT
Completion Date	07/08/2024 09:09 AM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0570

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 23RFP140862K-CRB, Building Code Administration Services, Construction Management Services and Planning Services in an amount not to exceed \$185,709.50 with Nova Engineering and Environmental, LLC (Kennesaw, GA) to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within the Fulton Industrial District area of unincorporated Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Infrastructure and Economic Development

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: This contract provides building code administration services on an as-needed basis within the unincorporated area of Fulton County for the five following functional areas: administration, inspections of commercial buildings, inspections of residential buildings, commercial plan review, and residential plan review.

Scope of Work: The contract allows for a consultant to provide building code administration, construction management, and planning services associated with new development and redevelopment activity within unincorporated Fulton County.

This contract provides construction management services for the following functional areas: Engineering Review for Land Development, Site Development/Infrastructure Inspections, and Municipal Separate Storm Sewer System (MS4) and Local Issuing Authority (LIA) Compliance and Program Administration. This contract ensures that all new development complies with Best Management Practices (BMPs), all county, state, and federal soil and erosion control standards, and all appropriate rules and regulations governing development and construction as regulated by Fulton County. This contract will also ensure that all roadway and associated infrastructure improvements constructed within Fulton County rights-of-way and public easements meet county, state, and federal standards.

The Planning and Zoning program ensures that growth is orderly and in conformance with the County's Comprehensive Plan, the Fulton County Zoning Resolution, and other state and federal ordinances and codes. Approval will allow the County to provide professional planning services as required by the State of Georgia's Zoning Procedures Law.

These services are scheduled to be included in the 2025 operating budget for the Fulton Industrial District.

Community Impact: This contract ensures that all new development and redevelopment activity within unincorporated Fulton County will meet all necessary local, state, and federal requirements.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Renewing these services will allow the Department of Public Works to provide broader, timelier, and more efficient services to our customers.

Community Issues/Concerns: There are no known community issues or concerns with the approval of this contract.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the approval of this contract.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0133	02/21/2024	\$185,709.50
1st Renewal			\$185,709.50
2 nd Renewal			\$.00
Total Revised Amount			\$371,419.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$185,709.50**Prime Vendor:** Nova Engineering and Environmental, LLC**Prime Status:** Non-Minority**Location:** Kennesaw, GA**County:** Cobb County**Prime Value:** \$139,282.12 or 75.00%**Subcontractor Vendor:** The Collaborative**Subcontractor Status:** African American Male Business Enterprise**Location:** Atlanta, GA**County:** Fulton County**Subcontractor Value:** \$46,427.38 or 25.00%**Total Contract Value:** \$185,709.50 or 100.00%**Total Certified Value:** \$46,427.38 or 25.00%**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation Form

Exhibit 3: Contactor Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

David Clark, Director, Department of Public Works

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$185,709.50

Previous Adjustments: \$0.00

This Request: \$185,709.50

TOTAL: \$371,419.00

Grant Information SummaryAmount Requested: ☐ CashMatch Required: ☐ In-Kind

Agenda Item No.: 24-0570

Meeting Date: 9/4/2024

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

301-540-1252-1160: South Fulton Sub-District, Public Works, Professional Services - \$26,000

Funding Line 2:

301-540-1256-1160: South Fulton Sub- District, Public Works, Professional Services - \$50,000

Funding Line 3:

301-540-1257-1160: South Fulton Sub- District, Public Works, Professional Services - \$75,000

Funding Line 4:

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$34,709.50

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> option remains

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start:
7/1/2024

Report Period End:
8/2/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23RFP140862K-CRB

BID/RFP TITLE: Building Code Administration, Construction Management and Planning

ORIGINAL APPROVAL DATE: February 21, 2024

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$185,709.50

COMPANY'S NAME: NOVA Engineering & Environmental, LLC

ADDRESS: 3900 Kennesaw 75 Pkwy, Suite 100

CITY: Kennesaw

STATE: GA

ZIP: 30144

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ BOC NUMBER: _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

**NOVA ENGINEERING &
ENVIRONMENTAL**

**Robert L. Pitts, Chairman
Fulton County Board of Commissioners**

**Steve Willenborg
Vice President**

ATTEST:

ATTEST:

**Tonya R. Grier
Clerk to the Commission**

**Secretary/
Assistant Secretary**

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

**David Clark, PE, Director
Department of Public Works**

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2ND RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	8/1/2024
Department:	Public Works
Contract Number:	23RFP140862K-CRB
Contract Title:	Building Code Administration Services

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

None, it is a time and material contract and is only utilized when a developer contacts Fulton County when interested in developing a property within the unincorporated area of Fulton County near the Fulton County Executive Airport.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:

Price found:

Different features / Conditions:

Percent difference between internet price and renewal price:

Explanation / Notes:

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☒ **Other (Describe in detail the analysis conducted and the outcome):**

The professional services hourly rates were compared to the recently procured on-call, standby engineering rates and were found to be very consistent.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$47,657.52

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:

Price paid:

Inflation rate:

Adjusted price:

Percent difference between past purchase price and renewal price:

Explanation / Notes:


5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No
If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Fulton County is required to retain this service in the unincorporated area. Therefore, if the contract is not approved, a new division within Public Works would need to be created and staffed.

Performance Evaluation Details

ID	E1	
Project	Building Code Admin Svcs, Construction Mgt Svcs and Planning Svcs	
Project Number	23RFP140862K-CRB	
Supplier	NOVA Engineering & Environmental	
Supplier Project Contact	Audra Sabin (preferred language: English)	
Performance Program	Professional Services	
Evaluation Period	07/01/2024 to 08/02/2024	
Effective Date	08/05/2024	
Evaluation Type	Formal	
Interview Date	08/05/2024	
Expectations Meeting Date	08/05/2024	
Status	Completed	
Publication Date	08/05/2024 08:43 AM EDT	8/7/2024
Completion Date	08/05/2024 08:43 AM EDT	
Evaluation Score	85	

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Firm continues to meet all expectations.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0571

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 23ITB08142023A-JWT, Large Water Meter Installation, in an amount not to exceed \$500,000.00, with Jewel of the South, Inc. (Conyers, GA), to provide large water meter installation services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This contract provides for the installation of large water meters on unmetered fire services, a meter replacement program, and new installations for large water users.

Scope of Work: The large meter installation contract allows for the installation of large water meters (meters greater than 2") on fire service lines and larger water lines serving new developments. Additionally, this contract allows for the replacement of existing large water meters when doing so is identified as necessary by Public Works staff.

Community Impact: The metering of large water services properly accounts for water consumption by large users of the water system.

Department Recommendation: The Department of Public Works recommends the renewal of the contract.

Project Implications: The service provides for timely installation of new large meter service while working with developers so as to not impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised regarding this contract.

Department Issues/Concerns: The Department of Public Works has no concerns with the recommendation of the award.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0955	12/20/2023	\$500,000.00
1st Renewal			\$500,000.00
Total Revised Amount			\$1,000,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$ 500,000.00

Prime Vendor: Jewel of the South
Prime Status: African American Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Prime Value: \$500,000.00 or 100.00%

Total Contract Value: \$500,000.00 or 100.00%

Total Certified Value: \$500,000.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contract Performance Report

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, Public Works, 404-612-7530

Contract Attached

Agenda Item No.: 24-0571

Meeting Date: 9/4/2024

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$500,000.00
Previous Adjustments: \$0.00
This Request: \$500,000.00
TOTAL: \$1,000,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$500,000.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: <input type="radio"/> renewal option remains

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start: 4/1/2024
Report Period End: 6/30/2024



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP NUMBER: 23ITB08142023A-JWT

BID/RFP TITLE: Large Water Meter Installation Service

ORIGINAL APPROVAL DATE: December 20, 2023

RENEWAL EFFECTIVE DATES: January 1, 2025

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: One renewal option remains

RENEWAL AMOUNT: \$500,000.00

COMPANY'S NAME: Jewel of the South, Inc.

ADDRESS: 1540 Hwy 138 SE, Ste. 4B

CITY: Conyers

STATE: GA

ZIP: 30013

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

JEWEL OF THE SOUTH, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Valisa Shannon
CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, PE, Director
Department of Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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CERTIFICATE OF INSURANCE

Contract Renewal Evaluation Form

Date:	August 5, 2024
Department:	Public Works
Contract Number:	23ITB08142023A-JWT
Contract Title:	Large Water Meter Installation

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

To reduce the scope and cost of this contract, the department has discussed: standardization of meter types and prioritization of installations. Standardizing the types of meters used across the service area allows the department to purchase meters in bulk, often at a lower cost. This can reduce the overall cost of the contract since the materials cost less. Implementing meter installations in phases allows the department to spread out costs over time. The department can prioritize meter installations in areas with the highest demand or urgent needs (e.g. areas with high water loss, customer complaints, or new developments).

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:	August 14, 2024
Price found:	\$10,100
Different features / Conditions:	Meter size
Percent difference between internet price and renewal price:	3%

Explanation / Notes:

☒ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	
Adjusted price:	

Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$33,256

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☐ No

Date of last purchase:	April 15, 2024
Price paid:	\$9,740
Inflation rate:	3%
Adjusted price:	\$10,032
Percent difference between past purchase price and renewal price:	3%

Explanation / Notes:

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Without a dedicated contract, the department might face delays in installing new meters or replacing old ones, leading to a backlog of work. This can slow down new connections and upgrades, affecting customer satisfaction and operational efficiency. Financially, relying on ad-hoc or emergency stand-by contractors for meter installations could result in higher costs compared to a negotiated, long-term contract. The department might have to pay premium rates for short-term services or emergency repairs

Performance Evaluation Details

ID	E1
Project	Large Water Meter Installation Service
Project Number	23ITB08142023A-JWT
Supplier	Jewel of the South, Inc.
Supplier Project Contact	Valisa Shannon (preferred language: English)
Performance Program	Professional Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/02/2024
Evaluation Type	Formal
Interview Date	04/25/2024
Expectations Meeting Date	04/25/2024
Status	Completed
Publication Date	08/02/2024 09:01 AM EDT
Completion Date	08/02/2024 09:01 AM EDT
Evaluation Score	82



8/7/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

14/20

Rating

Satisfactory: Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

The Vendor had an incident in and around 4/19/2024 near 2200 Belcourt Pkwy. In short, the vendor scheduled a shut-down from 10:00 a.m. until 3:00 p.m. However, the work continued until 8:00 p.m. Even then, the vendor inadvertently left the water off. Customers did not have water until 10:00 a.m. the following morning.

Since then, the vendor has done a good job. A rating of Satisfactory was warranted because that one incident was a significant one.

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

Excellent: Co-operative and timely response to the User Department concerns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0572

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to renew an existing contract - Department of Public Works, 23ITB458876A-KM, Small Water Meter Installation in an amount not to exceed \$620,000.00 with Jewel of the South, Inc. (Conyers, GA), to provide small water meter installation services. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2025, through December 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract term is six (6) months or less.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: This contract provides for the installation of small water meter for new developments and replaces existing meters.

Scope of Work: The contractor is responsible for furnishing all materials, labor, tools, equipment and appurtenances necessary for small water meter installation and replacement of small water meters (under 2") as necessary for new water service customers and replaces existing water meters that have reached the end of their useful life. This contract achieves the Department's goals of

maintaining system reliability and ensuring fiscal responsibility.

The Water Services Division, working with developers and commercial contractors, has been able to provide the timely installation of new water service through the small meter installation contract.

Community Impact: As part of continued development activity in North Fulton, there is a need to provide new water meter connections to serve developments from the existing water mains. Additionally, an increase in correct metering of small services has resulted in an increase in revenue and decreased unaccounted usage of water in the water system

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The Small Meter installation contract provides for the installation of new service meters for new customers. The service provides for timely installation of small meter service while working with developers to note impact the development timetable.

Community Issues/Concerns: No community issues/concerns have been raised by constituents.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with this contract award.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0015	1/10/2024	\$620,000.00
1st Renewal			\$620,000.00
Total Revised Amount			\$1,240,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$620,000.00

Prime Vendor: Jewel of the South, Inc.
Prime Status: African American Female Business Enterprise
Location: Conyers, GA
County: Rockdale County
Prime Value: \$620,000.00 or 100.00%

Total Contract Value: \$620,000.00 or 100.00%
Total Certified Value: \$620,000.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Contract Renewal Evaluation Form
Exhibit 3: Contractor Performance Report

Agenda Item No.: 24-0572

Meeting Date: 9/4/2024

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Deputy Director, 404-612-7530

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$620,000.00
Previous Adjustments: \$0.00
This Request: \$620,000.00
TOTAL: \$1,240,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - \$620,000.00.

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: 1 renewal option remains

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Agenda Item No.: 24-0572

Meeting Date: 9/4/2024

Report Period Start:
4/1/2024

Report Period End:
6/30/2024



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Public Works

BID/RFP# NUMBER: 23ITB458876A-KM

BID/RFP# TITLE: Small Water Meter Installation

ORIGINAL APPROVAL DATE:

RENEWAL EFFECTIVE DATES: January 1, 2025 through December 31, 2025

RENEWAL OPTION #: 1 of 2

NUMBER OF RENEWAL OPTIONS: one renewal option remains

RENEWAL AMOUNT: \$620,000.00

COMPANY'S NAME: Jewel of the South, Inc.

ADDRESS: 1540 Hwy 138 SE, Ste. 4B

CITY: Conyers

STATE: GA

ZIP: 30013

This Renewal Agreement No. 1 was approved by the Fulton County Board of

Commissioners on BOC DATE: _____ **BOC NUMBER:** _____

CERTIFICATE OF INSURANCE: The Contractor/Vendor is required to maintain insurance during the entire term of this Agreement, including any contract renewals. Upon request, the Contractor/Vendor must furnish the County a Certificate of Insurance showing the required coverage as specified in the Contract Agreement and any renewals. A current COI must be provided before the commencement of work on this project under this Contract Renewal. 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.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

JEWEL OF THE SOUTH, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Valisa Shannon
CEO

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

David Clark, Director
Department of Public Works

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____	ITEM#: _____ 2 ND RM: _____
REGULAR MEETING	SECOND REGULAR MEETING

Contract Renewal Evaluation Form

Date:	August 5, 2024
Department:	Public Works
Contract Number:	23ITB458876A-KM
Contract Title:	Small Water Meter Installation

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

To reduce the scope and cost of this contract, the department has discussed: standardization of meter types and prioritization of installations. Standardizing the types of meters used across the service area allows the department to purchase meters in bulk, often at a lower cost. This can reduce the overall cost of the contract since the materials cost less. Implementing meter installations in phases allows the department to spread out costs over time. The department can prioritize meter installations in areas with the highest demand or urgent needs (e.g. areas with high water loss, customer complaints, or new developments).

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☒ Internet search of pricing for same product or service:

Date of search:	August 15, 2024
Price found:	\$1,900
Different features / Conditions:	Same
Percent difference between internet price and renewal price:	5%

Explanation / Notes:

The internet price \$1,900; the renewal price is \$1,800.

☐ Market Survey of other jurisdictions:

Date contacted:	
Jurisdiction Name / Contact name:	
Date of last purchase:	
Price paid:	
Inflation rate:	

Adjusted price:	
Percent difference between past purchase price and renewal price:	
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	

Explanation / Notes:

☐ Other (Describe in detail the analysis conducted and the outcome):

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$69,107.50

4. Does the renewal option include an adjustment for inflation? ☒ Yes ☐ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	April 15, 2024
Price paid:	\$1,750
Inflation rate:	3%
Adjusted price:	\$,1803
Percent difference between past purchase price and renewal price:	2.8%

Explanation / Notes:

[Click here to enter text.](#)


5. Is this a seasonal item or service? ☐ Yes ☒ No
6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes ☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

Without a dedicated contract, the department might face delays in installing new meters or replacing old ones, leading to a backlog of work. This can slow down new connections and upgrades, affecting customer satisfaction and operational efficiency. Financially, relying on ad-hoc or emergency stand-by contractors for meter installations could result in higher costs compared to a negotiated, long-term contract. The department might have to pay premium rates for short-term services or emergency repairs.

Performance Evaluation Details

ID	E1
Project	Small Water Meter Installation
Project Number	23ITB458876A-KM
Supplier	Jewel of the South, Inc.
Supplier Project Contact	Valisa Shannon (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/02/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	04/25/2024
Status	Completed
Publication Date	08/02/2024 08:48 AM EDT
Completion Date	08/02/2024 08:48 AM EDT
Evaluation Score	82


8/7/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

14/20

Rating

Satisfactory: Overall compliance requires minor User Department resources to ensure achievement of contract requirements.

Comments

There was one incident that occurred in and around April 19, 2024, near 2200 Belcourt Pkwy. The vendor posted a shut-down time of 10:00 a.m. - 3:00 p.m. However, the crew worked until 8:00 p.m. Even then, the crew inadvertently did not turn the water back on. This left customers without water until 10:15 a.m. the following morning.

Since then, the vendor has done a good job. A rating of Satisfactory is warranted here because that one incident was egregious.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

The Vendor is responsive to projects. Completes them timely.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The Vendor responded to our request for a meeting on 4/25/2024, in response to the large meter change-out incident that occurred on 4/19/2024 near 2200 Belcourt Pkwy.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

The Contractor communicates routinely with the User Dept.

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Generally compliant with pricing, some minor cost discrepancies were identified.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0573

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of recommended proposals - Public Works, 24RFP032724K-JA, 2024 Standby Engineering Services in an amount not to exceed of \$2,000,000.00 with (A) Jacobs Engineering Group Inc. (Atlanta, GA) in an amount not to exceed \$500,000.00; (B) Prime Engineering, Inc. (Atlanta, GA) in an amount not to exceed \$500,000.00; (C) Benchmark Management, LLC (Atlanta, GA) in an amount not to exceed \$500,000.00; (D) Gresham Smith (Atlanta, GA) in an amount not to exceed \$500,000.00 to provide standby engineering services effective October 1, 2024 through December 31, 2025, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with the Purchasing Code Sections 102-375, all competitive sealed proposals for professional and consultant services shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☒
- District 6 ☒

Is this a purchasing item?

Yes

Summary & Background: Fulton County Public Works provides water services to the citizens of North Fulton County and sanitary sewer services to all the cities within Fulton County that are outside the municipal boundaries of the City of Atlanta. The Department of Public works utilizes this standby contract to supplement the efforts of County staff. To provide these services in an expedited manner and at an expected level of service for Fulton County customers/constituents, Public Works engages professional standby firms to assist the department's needs.

Scope of Work: The standby engineering firms will furnish technical assistance by providing planning and design services for the water and sanitary sewer systems throughout North and South Fulton County on an as-needed basis. The technical services may include preparation of reports, technical memoranda, studies, plans, drawings, and specifications for construction and improvements to Fulton County's water distribution and wastewater collection/treatment systems. Possible projects include improvements to water and wastewater pipelines, pumping stations, water reclamation facilities, preparing studies and providing engineering and project management assistance to County staff.

Community Impact: No immediate impact to the community is expected.

Department Recommendation: The Department of Public Works recommends approval of this item.

Project Implications: The Department's ability to expeditiously address water/sanitary sewer system related needs would be compromised without approval of this item.

Community Issues/Concerns: No community issues or concerns have been brought to the attention of the Public Works Department.

Department Issues/Concerns: Approval of this item will allow the Department of Public Works to respond to those identified needs related to the County's water/wastewater infrastructure.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$2,000,000.00

(A)
Contract Value: \$500,000.00

Prime Vendor: Jacobs Engineering Group
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$325,000.00 or 65.00%

Subcontractor: Engineering Design Technology, Inc.
Subcontractor Status: African American Male Business Enterprise
Location: Marietta, GA
County: Cobb County
Contract Value: \$65,000.00 or 13.00%

Subcontractor: Q Solutions, Inc
Subcontractor Status: ABE Female Business Enterprise

Location: Marietta, GA
County: Cobb County
Contract Value: \$25,000.00 or 5.00%

Subcontractor: Engineering Systems Solutions
Subcontractor Status: African American Male Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: \$35,000.00 or 7.00%

Subcontractor: Blue Cypress Consulting
Subcontractor Status: ABE Female Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$25,000.00 or 5.00%

Subcontractor: BM&K Construction and Engineering
Subcontractor Status: Non-Minority
Location: Braselton, GA
County: Braselton County
Contract Value: \$25,000.00 or 5.00%
Total Certified Value: \$150,000 or 30.00%
Total Contract Value: \$500,000.00 or 100%

(B)
Contract Value: \$500,000.00

Prime Vendor: Prime Engineering, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$367,500 or 73.50%

Subcontractor: Material Managers and Engineers
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$20,000.00 or 4.00%

Subcontractor: Blue Cypress Consulting
Subcontractor Status: Asian American Female Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$17,500.00 or 3.50%

Subcontractor: EDEC

Subcontractor Status:	Non-Minority
Location:	Duluth, GA
County:	Gwinnett County
Contract Value:	\$15,000.00 or 3.00%
Subcontractor:	Edwin Pittman Environmental, Inc
Subcontractor Status:	Non-Minority
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$10,000.00 or 2.00%
Subcontractor:	Engineering Systems Solutions
Subcontractor Status:	African American Male Business Enterprise
Location:	Smyrna, GA
County:	Cobb County
Contract Value:	\$15,000.00 or 3.00%
Subcontractor:	Project Cost Solutions
Subcontractor Status:	African American Male Business Enterprise
Location:	Decatur, GA
County:	DeKalb County
Contract Value:	\$5,000.00 or 1.00%
Subcontractor:	SFA and Associates
Subcontractor Status:	African American Male Business Enterprise
Location:	Stone Mountain, GA
County:	Fulton County
Contract Value:	\$20,000.00 or 4.00%
Subcontractor:	Steele Program Mangers
Subcontractor Status:	African American Male Business Enterprise
Location:	Stone Mountain, GA
County:	Fulton County
Contract Value:	\$25,000.00 or 5.00%
Subcontractor:	WP Consulting
Subcontractor Status:	Non-Minority
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$5,000.00 or 1.00
Total Certified Value:	\$102,500.00 or 20.50%
Total Contract Value:	\$500,000.00 or 100.00%
(C)	
Contract Value	\$500,000.00

Prime Vendor:	Benchmark Management LLC
Prime Status:	African American Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Prime Value:	\$300,000.00 or 60.00%
Subcontractor:	New Spring Engineering, LLC
Subcontractor Status:	African American Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$25,000.00 or 5.00%
Subcontractor:	T. J Schell
Subcontractor Status:	White Female Business Enterprise
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$50,000.00 or 10.00%
Subcontractor:	ACR Engineering
Subcontractor Status:	Disadvantage Business Enterprise
Location:	Norcross, GA
County:	Gwinnett County
Contract Value:	\$25,000.00 or 5.00%
Subcontractor:	The Creative Eye, LLC
Subcontractor Status:	African American Male Business Enterprise
Location:	Covington, GA
County:	Newton County
Contract Value:	\$25,000.00 or 5.00%
Subcontractor:	United Consulting
Subcontractor Status:	Non-Minority
Location:	Norcross, GA
County:	Gwinnett County
Contract Value:	\$25,000.00 or 5.00%
Subcontractor:	Atkins Realis
Subcontractor Status:	Non-Minority
Location:	Atlanta, GA
County:	Fulton County
Contract Value:	\$50,000.00 or 10.00%
Total Certified Value:	\$425,000.00 or 85.00%
Total Contract Value:	\$500,000.00 or 100.00%
(D)	
Contract Value:	\$500,000.00

Prime Vendor: Gresham Smith
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$312,500.00 or 62.50%

Subcontractor: Corporate Environmental Risk Management (CERM)
Subcontractor Status: African American Male Business Enterprise
Location: Tucker, GA
County: DeKalb County
Contract Value: \$50,000.00 or 10.00%

Subcontractor: S. L. King
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$50,000.00 or 10.00%

Subcontractor: Smith Real Estate Services, Inc
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$12,500.00 or 2.50%

Subcontractor: Full Circle Communications, Inc
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$12,000.00 or 2.50%

Subcontractor: Engineering Systems & Services
Subcontractor Status: African American Male Business Enterprise
Location: Suwanee, GA
County: Gwinnett County
Contract Value: \$50,000.00 or 10.00%

Subcontractor: Graham & Associates
Subcontractor Status: African American Female Business Enterprise
Location: Tucker, GA
County: DeKalb County
Contract Value: \$50,000.00 or 10.00%

Total Certified Value: \$187,500.00 or 37.50%
Total Prime& Sub Value: \$500,000.00 or 100.00%

Grand Contract Value: \$2,000,000.00 or 100%

Grand Certified Value: \$865,000.00 or 43.25%

Exhibits Attached

Exhibit 1: Recommendation Letter

Exhibit 2: Performance Evaluation Report (Gresham)

Exhibit 3: Performance Evaluation Report (Jacobs)

Exhibit 4: Performance Evaluation Report (Prime)

Exhibit 5: Performance Evaluation Report (Benchmark)

Contact Information

David E. Clark, Director, Public Works 404-612-2804

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$2,000,000.00

TOTAL: \$2,000,000.00

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I134: Water & Sewer R&E, Public Works, Standby Engineering Services

Key Contract Terms	
Start Date: 10/1/2024	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: TV renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: **Report Period End:**



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent^{DS}
Department of Purchasing & Contract Compliance *FSW*

FROM: Evaluation Committee Recommendation Letter

DATE: August 16, 2024

PROJECT: #24RFP032724K-JA, Engineering On-Call Services for Public Works

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Public Works.

Eighteen (18) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Aecom Technical Services, Inc.
2. Ardurra Group, Inc.
3. Barge Design Solutions, Inc.
4. Benchmark Management
5. Black and Veatch Corporation
6. Brown and Caldwell
7. Carollo Engineers, Inc.
8. CDM Smith, Inc.
9. GMC
10. Gresham Smith
11. Hazen and Sawyer
12. Jacobs
13. Khafra Engineering
14. Kleinfelder
15. Prime Engineering, Inc.
16. Stantec
17. Tetra Tech, Inc.
18. Wade Trim

After review of the technical proposal the following firms were short-listed:

1. Barge Design Solutions, Inc
2. BenchMark Management
3. Black & Veatch Corporation

Evaluation Committee Recommendation Letter
August 16, 2024
Page | 2

4. CDM Smith Inc.
5. Gresham Smith
6. Hazen and Sawyer
7. Jacobs
8. Prime Engineering, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposals submitted by **Jacobs** with a total score of **94.28%**; **Gresham Smith** with a total score of **84.54%**; **BenchMark Management** with a total score of **82.6%** and **Prime Engineering, Inc.** with a total score of **80.65%** are the recommended vendors for the award of **#24RFP032724K-JA, Engineering On-Call Services for Public Works.**

Evaluation Committee Recommendation Letter
August 16, 2024
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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:



David Clark, Department Public Works
Director



Nick Ammons, Deputy Director Public Works



Roy Barnes, Deputy Director Public Works



Terry Peters, Deputy Director Public Works

Timothy Mullen

Timothy Mullen (Aug 16, 2024 08:21 EDT)

Tim Mullen, Engineering Administrator

EVALUATION CRITERIA	WEIGHT	Barge Design Solutions, Inc.	Benchmark Management	Black Veatch Corporation	CDM Smith	Gresham Smith	Hazen and Sawyer	Jacobs	Prime Engineering Inc
Project Plan/Approach to Work	35%	26.25%	29.75%	28.00%	26.25%	28.00%	24.50%	33.25%	26.25%
Relevant Project Experience/Past Performance	20%	15.00%	16.00%	15.00%	15.00%	19.00%	18.00%	20.00%	19.00%
Qualifications of Key Personnel	20%	15.00%	16.00%	14.00%	14.00%	18.00%	16.00%	20.00%	14.00%
Availability of Key Personnel	8%	6.00%	6.00%	5.60%	5.20%	6.40%	6.00%	6.40%	6.40%
Local Preference	5%	5.00%	5.00%	N/A	5.00%	5.00%	5.00%	5.00%	5.00%
Service Disabled Veterans Preference	2%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cost Proposal	10%	9.66%	9.85%	8.69%	9.43%	8.14%	8.94%	9.63%	10.00%
TOTAL SCORE:	100%	76.91%	82.60%	71.29%	74.88%	84.54%	78.44%	94.28%	80.65%

Performance Evaluation Details

ID	E2
Project	Standby Engineering Services
Project Number	21RFP129860K-JAJ(B)
Supplier	Gresham Smith/CERM JV
Supplier Project Contact	John Barlow (preferred language: English)
Performance Program	Professional Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	08/09/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/09/2024 11:23 AM EDT
Completion Date	08/09/2024 11:23 AM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Gresham demonstrated exceptional project management skills during this period. They successfully managed multiple tasks of varying complexity, consistently keeping them on track concerning budget and schedule. Gresham showed a keen understanding of the County's needs while effectively preventing scope creep.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Gresham have been able to meet or better all the scheduling constraints placed on them.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

The vendor does an outstanding job communicating with County personnel. They understand the special conditions of each project and are able to get ahead of problems before they arise.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

This office would recommend the continued utilization of this vendor. They have performed at a high level and there is continued confidence in their ability to deliver.

Performance Evaluation Details

ID	E3
Project	Standby Engineering Services
Project Number	21RFP129860K-JAJ (E)
Supplier	Jacobs Engineering Group, Inc.
Supplier Project Contact	Cheryl Rimas (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	05/01/2023 to 07/31/2023
Effective Date	08/06/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/06/2024 04:52 PM EDT
Completion Date	08/06/2024 04:52 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Jacobs was assigned a difficult task of designing the Deep Creek Pump Station. During this design process Jacobs was able to demonstrate their ability to meet the expectations of Public Works Staff and engineering best management practices even when the two were in conflict. This required the Jacobs team to be familiar with current hydraulic Institute design parameters along with a great understanding of how the County operates/maintains its facilities.

TECHNICAL SUPPORT DURING CONSTRUCTION

20/20

Rating

Outstanding: Expedited and thorough review of Contractor submissions at all times.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

This office recommends continued utilization of Jacobs Engineering based on their performance during the noted period.

Performance Evaluation Details

ID	E4
Project	Standby Engineering Services
Project Number	21RFP129860K-JAJ(C)
Supplier	Prime Engineering, Inc.
Supplier Project Contact	Brooke Lewis (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	11/01/2023 to 01/31/2024
Effective Date	08/09/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/09/2024 11:43 AM EDT
Completion Date	08/09/2024 11:43 AM EDT
Evaluation Score	94

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Not Specified

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

This office recommends continued utilization of Prime under the current contract.

Performance Evaluation Details

ID	E7
Project	Standby Engineering
Project Number	21RFP129860K-JAJ (F)
Supplier	BenchMark Management
Supplier Project Contact	Eskender Abebe (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	05/01/2024 to 07/31/2024
Effective Date	08/20/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/20/2024 02:26 PM EDT
Completion Date	08/20/2024 02:26 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Project management is one of Benchmark's key strengths. They successfully completed all assigned tasks within budget while consistently meeting schedule expectations. Their work demonstrated a deep understanding of the Department's objectives and overarching goals.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Benchmark consistently met the milestones associated with their work, adhering closely to the project schedule. They effectively communicated any potential schedule changes well in advance, allowing for proactive adjustments. As a result, they were able to minimize any cost impacts related to these schedule changes.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

Benchmark delivered designs and reports in a timely and efficient manner, ensuring that all deliverables met the Department's requirements. These deliverables have proven to be invaluable tools, effectively supporting collaboration with other municipalities.

TECHNICAL SUPPORT DURING CONSTRUCTION

17/20

Rating

Excellent: Commendable. Contractor submissions are expedited on some occasions.

Comments

Benchmark demonstrated a strong grasp of the nuances involved in their assigned projects. Recognizing the Department's evolving needs, they proactively recruited additional talent with the expertise to handle more complex designs. This strategic move will enhance the firm's capabilities and position them for continued improvement in this area.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Benchmark has met or exceeded the expectations of the Public Works Department. This office recommends continued utilization of their services.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0574

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution of the Fulton County Board of Commissioners to accept the City of Atlanta's selection of Brown and Caldwell | SL King as the winning bidder of its procurement for program management services for the Tom Lowe Water Treatment Plant conducted on behalf of the Atlanta Fulton County Water Resources Commission ("AFCWRC"); to authorize the AFCWRC to enter into a contract with Brown and Caldwell | SL King for Program Management Services; to approve the expenditure of Fulton County Capital Improvement Program Funds for such services in the amount of \$2.5 million per year for the initial three year term; to authorize the County Manager to approve the agreement as to content and the County Attorney to approve the agreement as to legal form; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County Department of Public Works has budgeted for these improvements as part of the current Capital Improvement Plan and budget.

Fulton County and the City of Atlanta approve contracts entered into by AFCWRC above \$50,000.00.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☒
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: In November 2020, the Atlanta-Fulton County Water Resource Commission (AFCWRC) prepared a Near-Term Facility Plan that recommended specific capital projects to manage risk, renew aging components, and enhance site operations of the Tom Lowe

Water Treatment Plant. This Plan serves as the basis for the Capital Improvement Program (CIP) for which AFCWRC is seeking Program Management services.

This procurement was issued on behalf of the AFCWRC by the City of Atlanta's Department of Procurement and followed the City's procurement process.

Scope of Work: The Program Management services will consist of providing engineering design, construction administration management and consulting services for various facility upgrades. Work will include, but is not limited, to the development of design and technical documents, value engineering, constructability reviews, construction management regarding various facility upgrades, equipment replacement, and repairs to the existing 90 Million Gallon (MG) Tom Lowe Atlanta Fulton County Water Treatment Plant. These capital Improvements will require superior program management service and will includes developing Invitation for Bids and construction management services for the AFCWRC to meet its goal of upgrading the water treatment plant in an efficient and cost-effective way. The selected program management team will require close coordination with City of Atlanta, Fulton County, and AFCWRC operational staff.

The City of Atlanta advertised RFP/DWM2305-1230345 to solicit the program management services from qualified consultant teams. The Evaluation Committee was comprised of members of the City of Atlanta Department of Watershed Management, Fulton County Department of Public Works, and the AFCWRC management staff. Based on a review of the proposals received, the selection committee selected the Joint Venture of Brown & Caldwell/SL King as the most qualified team to provide program management services for the AFCWRC.

On June 17, 2024, the Atlanta City Council approved agenda #24-R-3456(6) which authorized the Mayor or his designee to execute the attached agreement for program managements services at the AFWRC Tome Lowe Water Treatment Plant with Brown & Caldwell/SL King, a Joint Venture. Fulton County will also need to execute the agreement before it is presented to the AFCWRC Board members for the final execution of the agreement and for the Joint Venture to begin the work.

Like all capital improvements undertaken by the AFCWRC, the cost of the improvements is shared 50/50 between the City of Atlanta and Fulton County. Fulton County's portion for these program management services will be \$2,500,000 per year for three years.

Year	Cost
Year 1	\$2,500,000.00
Year 2	\$2,500,000.00
Year 3	\$2,500,000.00
TOTAL	\$7,500,000.00

Fulton County Department of Public Works has budgeted for these improvements as part of the current Capital Improvement Plan and budget.

Community Impact: There should not be any direct impact the community in the implementation of the Capital Improvement projects that will be managed by the Brown & Caldwell/SL King team. The

improvement projects will be done in such a manner as not to interrupt the production and distribution of potable water to the North Fulton area.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: The Tom Lowe Water Treatment Plant was put into operation in the early 1990's and provides the single source of potable water to the majority of North Fulton County residents, business, and institutions. The Plant continues to serve the area well, but many components and equipment are reaching the end of their useful lives and are in need of replacement, modernization, or rehabilitation. Therefore, without these capital improvements, the ability of the AFCWRC to provide safe and reliable potable water to North Fulton may be compromised in the future.

Community Issues/Concerns:

Public Works staff is not aware of any issues or concerns raised by the community concerning Brown & Caldwell/SL King's proposal.

Department Issues/Concerns:

Public Works staff is not aware of any issues or concerns concerning Brown & Caldwell/SL King's proposal.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

This procurement was issued on behalf of the AFCWRC by the City of Atlanta's Department of Procurement and followed the City's procurement process.

Exhibits Attached

Exhibit 1: City of Atlanta Authorizing Legislation

Contact Information *(Type Name, Title, Agency and Phone)*

David Clark, PE, Director, Public Works

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

Agenda Item No.: 24-0574

Meeting Date: 9/4/2024

This Request: \$7,500,000.00
TOTAL: \$7,500,000.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-H044: Water & Sewer R&E, Public Works, N Fulton Water Treatment Plant

Key Contract Terms	
Start Date: Effective upon execution of contract	End Date: Initial three years
Cost Adjustment:	Renewal/Extension Terms: Tv one year renewal options

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **Report Period End:**



**CITY COUNCIL
ATLANTA, GEORGIA**

24-R-3456

A SUBSTITUTE RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT FOR RFP/DWM/2305-1230345, PROGRAM MANAGEMENT SERVICES FOR THE AFCWRC TOM LOWE WTP WITH BROWN AND CALDWELL | SL KING, A JOINT VENTURE, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR A TERM OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Commissioner of the Department of Watershed Management identified the need for process upgrades at the Tom Lowe Atlanta Fulton County Water Resource Commission (AFCWRC), as well as a Program Manager to provide management support services for planning and implementation of the necessary capital projects (“Services”); and

WHEREAS, the City of Atlanta (“City”) advertised request for proposals RFP/DWM/2305-1230345 on behalf of the Department of Watershed Management, to solicit bids for the Services; and

WHEREAS, following review and evaluation of the proposals submitted in response to the solicitation, Brown and Caldwell | SL King, a Joint Venture, was determined to be the most responsive and responsible offeror; and

WHEREAS, Brown and Caldwell | SL King, a Joint Venture, is comprised of Brown and Caldwell (Inc.), a California for-profit corporation, and S. L. King & Associates, Inc., a Georgia for-profit corporation; and

WHEREAS, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer recommend the contract for RFP/DWM/2305-1230345 Program Management Services for the AFCWRC Tom Lowe WTP, be awarded to Brown and Caldwell | SL King, a Joint Venture, for a term of three (3) years with two (2) one-year renewal options, to be exercised at the City’s sole discretion, in an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00); and

WHEREAS, the Chief Procurement Officer certifies that any organizational and personal relationships disclosed by the successful offeror have been considered in accordance with Section 2-1214 of the Atlanta City Code and award of the agreement is appropriate.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to execute an agreement for RFP/DWM/2305-1230345 Program Management Services for the AFCWRC Tom Lowe WTP with Brown and Caldwell | SL King, a Joint Venture, on behalf of the Department of Watershed



Management, in an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) during the initial term of the agreement.

BE IT FURTHER RESOLVED, that the Agreement will include an initial term of three (3) years with two (2) 1-year renewal options, to be exercised at the City's sole discretion.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from the following accounts:

The amount of:	\$2,500,000.00			
PTAEO:				
<u>Project</u>	<u>Task</u>	<u>Award</u>	<u>Expenditure</u>	<u>Org</u>
Tom Lowe Plant AFCWTP Project	Capital Repairs FY2024	Water and Wastewater Renewal and Extension Fund	Repair & Maintenance Equipment	City of Atlanta
17400052	102	505221391	5222002	COA

FDOA:				
<u>Fund</u>	<u>Depart/Org</u>	<u>Account</u>	<u>Function/Activity</u>	
Water & Wastewater Renewal and Extension Fund	DWM Wastewater Treatment & Collections	Repair & Maintenance Equipment	Sanitary Administration	
5052	170201	5222002	4310000	
<u>Project</u>	<u>Funding Source</u>			
Tom Lowe Plant AFCWTP Project	Renewal and Extension Fund			
400052	21391			

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City and the City will incur no obligation or liability under the same until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to Brown and Caldwell | SL King, a Joint Venture.

A true copy,

Corrine A. Lindo

Municipal Clerk
Last Updated: 06/11/24

ADOPTED by the Atlanta City Council

APPROVED per City Charter Section 2-403

JUN 17, 2024

JUN 26, 2024



CITY COUNCIL
ATLANTA, GEORGIA

24-R-3456

A SUBSTITUTE RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT FOR RFP/DWM/2305-1230345, PROGRAM MANAGEMENT SERVICES FOR THE AFCWRC TOM LOWE WTP WITH BROWN AND CALDWELL | SL KING, A JOINT VENTURE, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR A TERM OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, IN AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Andrew Smith	Completed	04/15/2024 6:56 PM
Mikita Browning	Completed	04/15/2024 7:41 PM
Finance	Completed	04/15/2024 7:42 PM
Procurement	Completed	04/16/2024 9:33 AM
Jaideep Majumdar	Completed	04/16/2024 9:40 AM
Mayor's Office	Completed	04/16/2024 9:51 AM
Office of Research and Policy Analysis	Completed	04/16/2024 11:31 AM
City Utilities Committee	Completed	04/23/2024 10:00 AM
Atlanta City Council	Completed	05/06/2024 1:00 PM
Atlanta City Council	Completed	05/06/2024 1:00 PM
City Utilities Committee	Completed	05/14/2024 10:00 AM
Atlanta City Council	Completed	05/20/2024 1:00 PM
City Utilities Committee	Completed	05/28/2024 10:00 AM
Atlanta City Council	Completed	06/03/2024 1:00 PM
City Utilities Committee	Completed	06/11/2024 10:00 AM
Atlanta City Council	Completed	06/17/2024 1:00 PM

HISTORY:

04/23/24 City Utilities Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 5/6/2024 1:00 PM
MOVER:	Antonio Lewis, Chair, District 12	
SECONDER:	Matt Westmoreland, Post 2 At-Large	
AYES:	Lewis, Amos, Boone, Shook, Westmoreland	
ABSENT:	Michael Julian Bond, Alex Wan	

05/06/24 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 5/14/2024 10:00 AM
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05/14/24 City Utilities Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 5/20/2024 1:00 PM
05/20/24	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/28/2024 10:00 AM
05/28/24	City Utilities Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/3/2024 1:00 PM
06/03/24	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/11/2024 10:00 AM
06/11/24	City Utilities Committee	FAVORABLE ON SUBSTITUTE

RESULT:	FAVORABLE ON SUBSTITUTE [UNANIMOUS]	Next: 6/17/2024 1:00 PM
MOVER:	Antonio Lewis, Chair, District 12	
SECONDER:	Andrea L. Boone, District 10	
AYES:	Antonio Lewis, Byron D Amos, Andrea L. Boone, Howard Shook	
ABSENT:	Michael Julian Bond, Alex Wan, Matt Westmoreland	

06/17/2024 Atlanta City Council ADOPTED SUBSTITUTE

RESULT:	ADOPTED SUBSTITUTE BY CONSENT VOTE [12 TO 0]
MOVER:	Alex Wan, Councilmember, District 6
SECONDER:	Mary Norwood, Councilmember, District 8
AYES:	Bond, Westmoreland, Winston, Farokhi, Amos, Dozier, Wan, Shook, Norwood, Hillis, Boone, Overstreet
ABSENT:	Liliana Bakhtiari
AWAY:	Antonio Lewis

Certified by Presiding Officer	Certified by Clerk
<p>CERTIFIED</p> <p>6/17/2024</p> <p>ATLANTA CITY COUNCIL PRESIDENT</p> <p><i>Dang Shupen</i></p>	<p>CERTIFIED</p> <p>6/17/2024</p> <p>MUNICIPAL CLERK</p> <p><i>Corrine A. Lindo</i></p>
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

1 A RESOLUTION OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO
2 ACCEPT THE CITY OF ATLANTA'S SELECTION OF BROWN AND CALDWELL | SL
3 KING AS THE WINNING BIDDER OF ITS PROCUREMENT FOR PROGRAM
4 MANAGEMENT SERVICES FOR THE TOM LOWE WATER TREATMENT PLANT
5 CONDUCTED ON BEHALF OF THE ATLANTA FULTON COUNTY WATER
6 RESOURCES COMMISSION ("AFCWRC"); TO AUTHORIZE THE AFCWRC TO
7 ENTER INTO A CONTRACT WITH BROWN AND CALDWELL | SL KING FOR
8 PROGRAM MANAGEMENT SERVICES; TO APPROVE THE EXPENDITURE OF
9 FULTON COUNTY CAPITAL IMPROVEMENT PROGRAM FUNDS FOR SUCH
10 SERVICES IN THE AMOUNT OF \$2.5 MILLION DOLLARS PER YEAR FOR THE
11 INITIAL THREE YEAR TERM; TO AUTHORIZE THE COUNTY MANAGER TO
12 APPROVE THE AGREEMENT AS TO CONTENT AND THE COUNTY ATTORNEY TO
13 APPROVE THE AGREEMENT AS TO LEGAL FORM; AND FOR OTHER PURPOSES.
14

15 WHEREAS, Fulton County and the City of Atlanta own and operate the Tom Lowe
16 Water Treatment Plant ("Tom Lowe Facility") through a Joint Venture known as the
17 Atlanta-Fulton County Water Resources Commission ("AFCWRC"); and

18 WHEREAS, the Tom Lowe Facility has been operational since 1991, and provides
19 high quality drinking water to more than 300,000 residents in Fulton County; and

20 WHEREAS, pursuant to paragraph 4.2.1 of the 1998 Joint Venture Agreement
21 ("the Agreement"), codified at Fulton County Code ("FCC") 102-682(a), Fulton County
22 and the City of Atlanta share equal 50/50 responsibility for capital costs and capital
23 improvements required for the Tom Lowe Facility; and

24 WHEREAS, pursuant to paragraph 3.1.6.12 of the Agreement, codified at FCC
25 102-675-(g)(14), AFCWRC is authorized to enter contracts "when authorized by Atlanta
26 and Fulton...that are reasonable and necessary for the construction of the
27 facilities...provided that the funds for the same are available to [AFCWRC] in specific line
28 item appropriations of the budget approved by Atlanta and Fulton"; and

1 **WHEREAS**, pursuant to paragraph 3.1.8.1 of the Agreement, codified at FCC 102-
2 675(i), legislation is required to be adopted by Atlanta and Fulton County in the event
3 such line item appropriations are not identified and the contract exceeds \$50,000.00; and

4 **WHEREAS**, the Fulton County Board of Commissioners (“BOC”) has approved
5 funding in its Capital Improvement Plan for water and sewer services for necessary capital
6 improvements to the Tom Lowe Facility in years 2024 through 2026; and

7 **WHEREAS**, pursuant to paragraph 4.5 of the Agreement, codified at FCC 102-
8 685, AFCWRC is authorized to utilize Fulton County and/or the City of Atlanta for
9 purchasing and other services; and

10 **WHEREAS**, AFCWRC has elected to alternate between Fulton County and the
11 City of Atlanta for its purchasing and procurement needs, and has utilized the City of
12 Atlanta’s purchasing team to solicit bids for Program Management Services to provide
13 engineering design, construction administration management and consulting services for
14 various facility upgrades required for the optimal functioning of the Facility as approved
15 in item 15-23 during the December 14, 2023, AFCWRC Board Meeting; and

16 **WHEREAS**, the City of Atlanta conducted a procurement that sought Requests for
17 Proposals and through Resolution 24-R-3456, selected Brown and Caldwell | SL King, a
18 Joint Venture, as the most responsive and responsible bidder to provide Program
19 Management Services for the Facility; and

20 **WHEREAS**, the anticipated costs for the Program Management Services are \$5
21 Million Dollars per year for each of the first three (3) years of the initial three-year term of
22 the Agreement between AFCWRC and Brown and Caldwell | SL King, with Fulton

County's share amounting to \$2.5 Million Dollars each year for three years for a total contribution of \$7.5 Million Dollars over three years; and

WHEREAS, the Program Management Services Agreement contains an option for AFCWRC to renew the Agreement for two additional one-year terms.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners ("BOC") hereby accepts the City of Atlanta's selection of Brown and Caldwell | SL King as the vendor to provide Program Management Services and approves the recommended proposal for services.

BE IT FURTHER RESOLVED that the BOC approves and authorizes AFCWRC to enter into an Agreement with Brown and Caldwell | SL King for such Program Management Services for an initial three-year term with two one-year renewal options;

BE IT FURTHER RESOLVED that the BOC authorizes the County Manger to execute approval as to the content of the Agreement between AFCWRC and Brown and Caldwell | SL King in compliance with the conditions stated herein and upon confirmation of approval as to the legal form of the Agreement by the Office of the Fulton County Attorney.

BE IT FINALLY RESOLVED that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 4th day of September, 2024.

**FULTON COUNTY BOARD OF
COMMISSIONERS**

Robert L. Pitts, Chairman

1
2
3
4 **ATTEST:**
5
6
7

8 _____
9 Tonya R. Grier, Clerk to the Commission
10

11 **APPROVED AS TO FORM:**
12
13

14 _____
15 Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0575

Meeting Date: 9/4/2024

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution designating Fulton County, Georgia as a Purple Heart County; and for other purposes. **(Arrington)**

1 **A RESOLUTION DESIGNATING FULTON COUNTY, GEORGIA AS A PURPLE HEART**
2 **COUNTY; AND FOR OTHER PURPOSES.**

3 **WHEREAS**, the Purple Heart medal is awarded in the name of the President of
4 the United States and is presented to service members who have been wounded or killed
5 as a result of enemy action while serving in the U.S. military; and

6 **WHEREAS**, the Purple Heart medal is a solemn distinction that signifies a service
7 member has greatly sacrificed themselves, having been wounded, or paid the ultimate
8 price, having been killed, while in the line of duty; and

9 **WHEREAS**, the Purple Heart is the oldest U.S. military decoration in use, having
10 been initially created as the badge of Military Merit by General George Washington in
11 1782; and

12 **WHEREAS**, Fulton County, Georgia has a large, highly decorated veteran
13 population, including Purple Heart recipients; and

14 **WHEREAS**, the contributions and sacrifices of the men and women from Fulton
15 County, Georgia who have served in the U.S. military have been vital in maintaining the
16 freedoms and way of life enjoyed by all of our citizens; and

17 **WHEREAS**, the Fulton County Board of Commissioners appreciates the sacrifices
18 that our Purple Heart recipients made while defending freedom, and believes specific
19 recognition should be afforded to them in appreciation of their courage; and

20 **WHEREAS**, in 1932, the Military Order of the Purple Heart initiated the Purple
21 Heart Trail Program by designating roads, highways, and bridges as Purple Heart entities
22 to honor the men and women who received the Purple Heart medal; and

23 **WHEREAS**, over the years, requests for Purple Heart designations have
24 expanded to include colleges, universities, towns, cities, states and counties in order to
25 pay tribute to Purple Heart recipients, ensure that veterans get some benefits in return for
26 the Purple Heart designation, and standardize such requests and approvals; and

1 **WHEREAS**, the Purple Heart County designation fosters an environment of
2 goodwill among the combat-wounded veteran members and their families, promotes
3 patriotism, and honors the service of all military members; and

4 **WHEREAS**, the Fulton County Board of Commissioners seeks to honor these
5 individuals who have paid the high price for freedom by placing themselves in harm's way
6 for the good of all by declaring Fulton County, Georgia a Purple Heart County; and

7 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
8 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt and amend
9 reasonable ordinances, resolutions, or regulations relating to its affairs for which no
10 provision has been made by general law and which is not inconsistent with the Georgia
11 Constitution or any local law applicable thereto.

12 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
13 Commissioners hereby designates Fulton County, Georgia as a Purple Heart County,
14 honoring the service and sacrifice of our men and women in uniform wounded or killed
15 by the enemy while serving to protect the freedom of all Americans.

16 **BE IT FURTHER RESOLVED**, that the citizens of Fulton County are encouraged
17 to show their appreciation for the sacrifices that Purple Heart recipients have made in
18 defending our freedoms by acknowledging their courage and showing them the honor,
19 respect, and support that they have so deservedly earned.

20 **BE IT FURTHER RESOLVED**, that to reflect Fulton County's designation as a
21 Purple Heart County and to show our honor to Purple Heart recipients, the County will:

- 22 • Place Purple Heart County signs at the entrances to the Fulton County
23 Government Center;
- 24 • Celebrate Purple Heart Day, August 7th, by displaying a Purple Heart banner at the
25 Fulton County Government Center annually on August 7th;
- 26 • Change the exterior lighting of the Fulton County Government Center from white
27 to purple for Purple Heart Day;

- Encourage Fulton County residents and business owners to purchase and display purple lights in and around their homes and/or properties on August 7th;
- Provide “Purple Heart License Plate” designated preferred parking spaces at certain County facilities; and
- Apply the following discounts to Purple Heart recipients who show their DD214 discharge papers or Military Order of the Purple Heart membership card:
 - 10 percent discount on County facility rentals
 - 10 percent discount on County programs/classes
 - Free pet adoption

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 4th day of September, 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Marvin S. Arrington, Jr., Commissioner
District 5

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0576

Meeting Date: 9/4/2024

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation: Transitioning to Advanced Meter Infrastructure (AMI) water meter reading in 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

For Information Purposes only

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

All Districts ☐

District 1 ☒

District 2 ☒

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background

Currently, Fulton County provides potable water to approximately 80,000 customers in the North Fulton Water Service area. The water meters are currently being read by a third-party contractor. Approximately 45,000 of these meters are “drive-by” meters where the contractor can read the meter by driving by the meter in front of the home or business. The other 35,000 meters are manual read meters which require the contractor to physically open the meter cover to read the meter. The current contractor is having difficulty maintaining adequate and capable personnel to perform the work which is resulting in delays in billing, numerous customer complaints, and delayed revenue.

The Department of Public Works is considering changes to the method of collecting water meter data from manual and “drive-by” readings to an automated system where the readings are done via a radio transmitter or cellular connection. This technology is much more accurate and more timely than manual reads. It is also much more customer responsive and it provides technology that improves the operation efficiency of the water distribution system. Numerous municipal water utilities in the Metropolitan area have either already employed

or are in the process of employing this technology. It is anticipated that it will take approximately 3 years to fully implement this technology. Initiation of procurement is expected before the end of 2024 and completion by the end of 2027.

Scope of Work: n/a

Community Impact: Utilizing AMI water meters will improve customer service by allowing real-time data collection without the need to send staff or a contractor to read the water meter. This will result in more accurate water bills that are provided to customers more efficiently.

Department Recommendation: After the presentation to the BOC, the Department of Public Works intends to develop a request for proposal for AMI that will be awarded by the Board of Commissioners in the near future.

Project Implications: There are no project implications

Community Issues/Concerns: None relative to the presentation

Department Issues/Concerns: None relative to the presentation

Fiscal Impact / Funding Source

Funding Line 1:

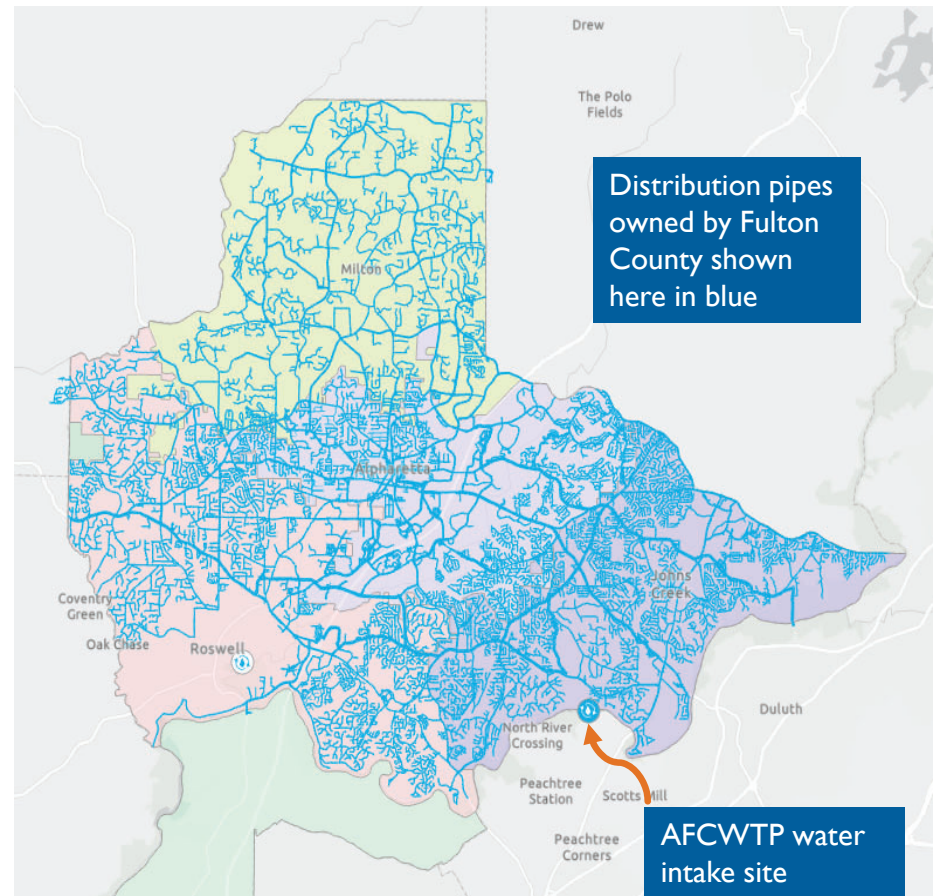
n/a

ADVANCED METERING INFRASTRUCTURE (AMI) FULTON COUNTY PUBLIC WORKS DEPARTMENT



FULTON COUNTY WATER SYSTEM (NORTH OF CHATTAHOOCHEE)

- Tom Lowe Water Treatment Facility
 - 90 MGD capacity
 - 60 MGD peak demand
 - 40 MGD Fulton County / 20 MGD City of Atlanta
- Population Served ≈ 265,000
- 1,200 miles of 8" – 54" main
- 16.7 MG Storage Capacity
- 12 Storage Tanks
 - 9 Elevated Storage Tanks
 - 3 Ground Storage Tanks
- 13,000 Fire Hydrants
- 4 Pump Stations



EXISTING WATER METERING SYSTEM

- 5 total billing zones. 4 residential zones (bimonthly) and 1 commercial zone (monthly)
- Combination of Manual Read Meters and Automated Meter Reading (AMR)
- Approximately 3,000 commercial customers
- 77,575 residential customer meters
 - 45% manual meter reads
 - 55% are AMR drive-by system
- More than half of meters are older than 10 years (nominal average life is 15 years)
 - Mechanical meters slow down (under-register) with age
 - Mechanical meters less accurate at lowest flow rates
 - Existing initial AMR radio devices reaching end of life



CURRENT METER READING ISSUES

Fulton County Finance Department
Water and Sewer Billing and Collections
Post Office Box 105000
Atlanta, Georgia 30348-5000
www.fultoncountyga.gov

Customer Name: JOHN DOE
Service Address: 11575 MAXWELL ROAD
Customer Number: 00012345
Account Number: 00054321
Billing Date: 08/07/2018

Due Date: 8/28/2018
Balance Due: \$293.55

METER READINGS

Meter Number	Service From	Service To	Days of Service	Begin Read	End Read	Current Usage (Thousands Gallons)	Winter Average (Thousands Gallons)
10148178	08/15/2018	08/22/2018	08	1022.0	1048.4	27.400	10.900

Consumption History

Bar chart showing usage in thousands of gallons from June 18 to August 18. Usage is relatively stable, fluctuating between 10 and 15 thousand gallons.

ACCOUNT SUMMARY

Previous Balance	\$01.74
Payments Received	\$01.74
Adjustments	\$0.00
Penalties	\$0.00
BALANCE FORWARD	\$0.00

CURRENT USAGE CHARGES (per 1000 gallons)

Water Service Charge	\$7.61
Water Usage Tier 1 (14,265 @ \$3.20)	\$45.71
Water Usage Tier 2 (7,934 @ \$4.20)	\$33.77
Water Usage Tier 3 (5,421 @ \$6.47)	\$35.70
Sewer Service Charge	\$7.61
Sewer Vol. Charge (27,400 @ \$8.08)	\$156.55
TOTAL CURRENT CHARGES	\$293.01
TOTAL BALANCE DUE	\$293.55

IMPORTANT MESSAGES

Dear Fulton County Customers, this notice is to inform you that your Water & Sewer bill has been changed. The new format provides useful information related to payment options, contact information and general rules concerning your Water & Sewer bill.

When Using Your Bank's Online Bill Pay Service
Please use the 16-digit combination of your Customer Number and Account Number without any separation.
0001234500054321

To view additional information on communicating timely & to pay your water bill online, visit www.fultoncountyga.gov and click on "Pay My Water Bill" link.

Please detach here and return this portion with payment in the enclosed reply envelope.

Fulton County Finance Department
Water and Sewer Billing and Collections
1st Floor, Room 510
Suite 700
Atlanta, Georgia 30303

Due Date: 8/28/2018
Balance Due: \$293.55

Service Address: 11575 MAXWELL ROAD
Customer Number: 00012345
Account Number: 00054321
Past Due After: 08/28/2018

AMOUNT ENCLOSED:

MADE CHECKS PAYABLE TO:
FULTON COUNTY FINANCE DEPARTMENT
Water and Sewer Billing and Collections
Post Office Box 105000
Atlanta, Georgia 30348-5000

JOHN DOE
11575 MAXWELL RD
ALPHARETTA GA 30009

WORKING ENCLOSURES

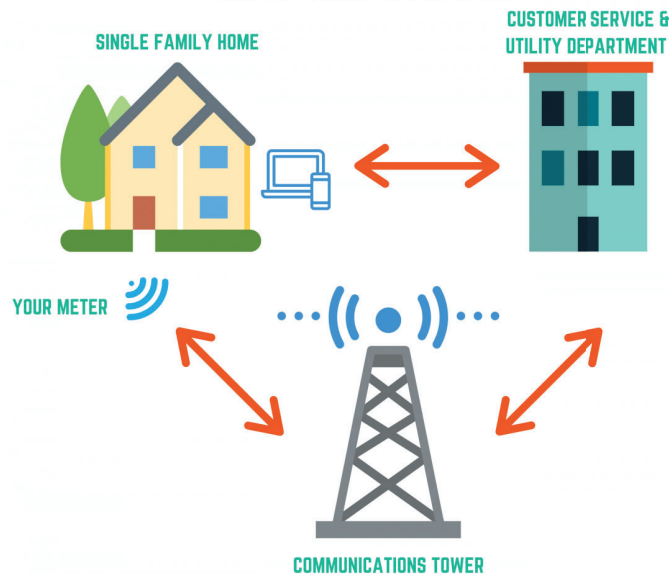
WORKING ENCLOSURE

WORKING ENCLOSURE

- In April 2015, due to staffing cost and efficiency, Fulton County contracted with a company to provide meter reading services (same as Cobb and Gwinnett Counties)
- Issues with contractor:
 - Staffing – inability to maintain capable staff
 - Meter readers not reading all devices (older AMR malfunctioning)
 - Billing backlog due to contractor delays or incomplete reads
- Billing delays and inaccuracies (due to estimates) causing customer dissatisfaction
- Gaps in AMR performance make billing difficult to manage

METER READING TECHNOLOGY EVOLUTION

HOW AMI WORKS



- Manual Meter Reading – required to manually observe and record the numerical register reading
 - Difficult Labor Market
 - Manual Reading is a dying industry
- Radio Frequency Reading (RF). AMR (Automated Meter Reading) – accomplished by walking or driving past water meters connected to RF transmitters with data transformed to billing by electronic files
- **Advanced Metering Infrastructure (AMI)** – integrated system of water meters, communications networks, and data management systems that enables direct communication between meters and central billing

AMI BENEFITS TO THE COUNTY AND CUSTOMERS

Financial	Network service costs less than current field labor and vehicle costs
	Ability to create monthly bills to all customers
Improved Customer Service	Access to a customer web portal
	View water usage in real time
	Pay bills online
	Customer communications and customized messages
Technical Advances	Hourly readings and alarms
	Obtain more accurate low flow readings
	Ultrasonic Meter Technology maintains accuracy for life of meter (15 to 20 years)
	Potential leak detection
	Potential Remote connect and disconnect service

AMI meters aren't just meters – they can become sensors that gather important information that make your processes more responsive and effective

AMI METERS IN GEORGIA



AMI Meters
100% Deployed

- City of Roswell
- Forsyth County
- Coweta County
- Dekalb County
- Henry County
- Athens-Clarke County
- City of Dallas
- City of Calhoun
- City of Winder

Transitioning
to AMI
Meters



- Clayton County
- Gwinnett County
- City of Atlanta
- Cherokee County
- Rockdale County
- City of Gainesville
- Fayette County

ANTICIPATED SCHEDULE

- Prepare RFP and advertise
 - Dec. 2024 - Receive and evaluate proposals
 - Jan. 2025 - Negotiate contract with selected vendor
 - Feb. 2025 - BOC award contract
 - Apr. 2025 - Execute agreement and notice to proceed
- Full deployment (3 years)
 - 26,000 per year
- Dec. 2027 - Expected completion
- Cost of AMI implementation incorporated into the rate study

