# THE RYAN WHITE
# HIV/AIDS TREATMENT EXTENSION ACT
# PART A GRANT

## FY2025, FY2026, and FY2027 Atlanta Eligible Metropolitan Area Agreement
## FY2025 Amendment

THIS AMENDMENT TO AID AGREEMENT, 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"). THIS Amendment shall be referenced as RW25-27-002 – any future amendments will be numbered sequentially.

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

**WHEREAS**, the County, has recommended funding to Subrecipient to facilitate the approved program for a three-year total of Part A funds not to exceed d $20,043,262.15 ($6,386,919.00 in FY25, $6,676,264.95 in FY26, $6,980,078.20 in FY27) subject to federal funding availability and disbursement.

**WHEREAS**, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item #25-0556 (8/6/2025) and Item #25-0557 (8/6/2025).

**WHEREAS**, the County and subrecipient entered in an agreement dated the 1st day of August 2025 pursuant to Item # (2/4/2026).

**WHEREAS**, the County desires to amend said agreements.

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

ARTICLE 6. **CONTRACT TERM**

The Agreement is hereby amended to revise ARTICLE 6. **CONTRACT TERM**, as follows:

**Paragraph 6.0**. This Agreement is effective on ~~March 1, 2025~~ **August 1, 2025**, for a term expiring on **February 29, 2028**.

**Paragraph 6.1.** The "Commencement Term" of this Agreement shall begin on ~~March 1, 2025~~ **August 1, 2025**, and shall end absolutely and without further obligation on the part of the County on the **29th day of February 2028**. 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**

The Agreement is hereby amended to revise ARTICLE 7. **COMPENSATION FOR SERVICES** as follows.

**Paragraph 7.0 is stricken in its entirety and replaced with the following:**

> **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 RWHAP **Part A funds**, for a FY25 total award not to exceed $6,686,919.00 (which includes an additional amount of $300,000.00), for a FY26 total award not to exceed $6,976,265.00 (which includes an additional amount of $300,000.00), and for a FY27 total award not to exceed $7,280,078.00 (which includes an additional amount of $300,000.00). 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 is stricken in its entirety and replaced with the following:**

> **Paragraph 7.1** The award amount includes RWHAP **Part A** contingency funding for FY25 in the amount of $2,514,899.00, for FY26 in the amount of $900,000.00, and FY27 in the amount of $900,000.00 which is held in abeyance and is not available to the Subrecipient unless or until written notification from has been received from the Director, DHE authorizing the use of these funds. Authorization to expend abeyance funds shall be at the discretion of the Director, DHE.

ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**

The Agreement is hereby amended to revise ARTICLE 10. **FUNDING EXCLUSIONS AND RESTRICTIONS**, by amending Paragraph 10.1 as follows:

**Paragraph 10.1.** Subrecipient agrees that RWHAP Part A and MAI 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, 2025~~ August 1, 2025 and ending February 29, 2028.

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

FULTON COUNTY, GEORGIA

By: _____ _____
Robert L. Pitts, Chairman Date
Board of Commissioners

Attest:

_____ ITEM#: _____ DATE: _____
Tonya Grier
Fulton County Clerk to the Commission

APPROVED AS TO FORM:

_____
Office of the County Attorney
For Fulton County Government

APPROVED AS TO CONTENT:

_____
Jeff Cheek, Director
Department for HIV Elimination

SUBRECIPIENT:

By: _____ _____
Agency Name Date

_____ _____
Signature Typed Name

_____
Title