

**SUBRECIPIENT AGREEMENT - NOT FOR PROFIT SERVICE CONTRACT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
LifeCare Alliance
FOR
The Ending the HIV Epidemic : A Plan for America Ryan White HIV/AIDS
Program Parts A and B Grant Program
*CITY ATTORNEY APPROVED AS TO FORM. ANY ALTERATIONS OF THIS CONTRACT WILL
RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL***

This Subrecipient Agreement - Not For Profit Service Contract (hereinafter "Contract") is made and entered into by and between the City of Columbus, Department of Health (hereinafter "City"), and LifeCare Alliance (hereinafter "Subrecipient").

WHEREAS, the City requests services that will be paid from the Ending the HIV Epidemic: A Plan for America-Ryan White HIV/AIDS Program Parts A and B Grant Program; 2251; and

WHEREAS, Columbus Public Health has been awarded grant funding from the U.S. Department of Health and Human Services for the Ending the HIV Epidemic: A Plan for America-Ryan White HIV/AIDS Program Parts A and B Grant Program; and

WHEREAS, funding is requested for the delivery of Ending the HIV Epidemic services, to maintain viral suppression for individuals living with HIV; and

WHEREAS, the Subrecipient is administering the Ending the HIV Epidemic services, which will assist in focusing resources in the Columbus jurisdiction to lessen HIV burden by implementing strategies, interventions, approaches, and core medical and support services to reduce new HIV infections in the United States; and

WHEREAS, the City seeks to enter into a Subrecipient Agreement - Not For Profit Service Contract with the Subrecipient, LifeCare Alliance, operating as not for profit organization with the mission to lead our community in identifying and delivering health and nutrition services to meet the community's changing needs.; and

WHEREAS, the City has selected the Subrecipient to become a "subrecipient" under the Ending the HIV Epidemic grant program; 2251; and

WHEREAS, this Subrecipient Agreement – Not For Profit Service Contract conforms with the Code of Federal Regulations (CFR); and

WHEREAS, this Contract provides funding to support the provision of Food Bank/Home Delivered Meals for eligible Ending the HIV Epidemic recipients; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

I. SCOPE OF SERVICE

The Subrecipient hereby agrees to use funds for the scope of services in the manner set forth by this Contract, its Exhibits, applicable Federal program guidelines from the U.S. Department of Health and Human Services, and applicable provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance, 2 CFR Part 200). The details and the definition of these services are found in **Exhibit A (SCOPE OF SERVICES)** attached hereto and hereby made a part of this Contract.

II. TERM OF CONTRACT

This Contract shall be in force for a period commencing with **March 1, 2024 through February 28, 2025**.

III. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Code of Federal Regulations 2 CFR § 200.302: Financial Management

1. The Subrecipient, in accordance with this Contract, must expend and account for the funds in accordance with Federal and state laws. In addition, the Subrecipient's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal funding source, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal funds. See also Code of Federal Regulations 2 CFR § 200.450.
2. The financial management system of Subrecipient must provide for the following: (see also 2 CFR § 200.334, 200.335, 200.336, and 200.337):
 - a. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- b. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a Subrecipient that maintains its records on other than an accrual basis, the Subrecipient must not be required to establish an accrual accounting system. This Subrecipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
- c. Records that identify adequately the source and application of funds for Federally funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.
- d. Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR § 200.303.
- e. Comparison of expenditures with budget amounts for each Federal award.
- f. Written procedures to implement the requirements of 2 CFR § 200.305.

B. Code of Federal Regulations 2 CFR § 200.307: Program Income

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Subrecipients shall calculate, document, and record the organization's program income. Additional controls that the Subrecipient should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

C. Code of Federal Regulations 2 CFR § 200.303: Internal controls

The Subrecipient entity must:

1. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 2. Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.
 3. Evaluate and monitor the non-Federal entity's compliance with statutes, regulations, and the terms and conditions of Federal awards.
 4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
 5. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- D. Across each of the compliance requirements above, the Federal government has described some best practices for development of internal controls in **Table 1** below, with an example of each best practice.

Table 1. Internal controls best practices.

Best Practice	Description	Example
Written policies and procedures	Formal documentation of Subrecipient policies and procedures	Documented procedure for procurement
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records	Storage of all subrecipient payment information

IV. Award Assurances

A signature on this Contract indicates that Subrecipient is capable of and agrees to meet the following requirements and that all information contained in this Contract is true and correct:

- A. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP);
- B. Compliance with insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance;
- C. No portion of these funds will be subcontracted without prior written approval unless expressly identified in this Contract;
- D. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions);
- E. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations;

- F. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year;
- G. Subrecipients that expend \$750,000 or more in federal awards must have an annual audit prepared by an independent auditor in accordance with the terms and requirements pursuant to 2 CFR Part 200, Subpart F or a program audit in accordance with the terms and requirements pursuant to 2 CFR 200.201(c);
- H. Certifications that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). No funding associated with this award will be used for lobbying;
- I. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this award;
- J. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
- K. An organization receiving award funds through the City shall not use these funds for any activity related to the following:
 - 1. Any attempt to influence the outcome of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.
 - 2. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
 - 3. Any attempt to influence:
 - a. The introduction or formulation of federal, state, or local legislation;
or

7. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the state of Ohio, or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy, or position, when such activities are carried on in support of or in knowing preparation of an effort to engage in an activity prohibited pursuant to subsections L, 1 to 5, inclusive;
- L. An organization receiving award funds through the City may, to the extent and in the manner authorized in its award, use award funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
1. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 2. Not specifically directed at:
 - a. Any member or employee of congress, the Ohio Legislature, or a local governmental entity responsible for enacting local legislation;
 - b. Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - c. Any officer or employee of the United States Government, the state of Ohio, or a local governmental entity who is involved in introducing, formulating, modifying, or enacting a Federal, state, or local rule, regulation, executive order, or any other program, policy, or position of the United States Government, the state of Ohio, or a local governmental entity.

This provision does not prohibit a Subrecipient or an applicant for the award from providing information that is directly related to the award;

V. COMPENSATION AND REPORTING

- A. X This is a reimbursement Contract. The City shall pay to the Subrecipient a sum not to exceed the total of \$25,000.00 as detailed on the Budget included as part of the [SCOPE OF SERVICES] in Exhibit A, and incorporated herein as if fully rewritten, for full and complete compensation, contingent upon satisfactory completion of any and all services rendered or performed pursuant to this Contract. Payment is to be made upon receipt of an invoice and receipt of appropriate documentation and performance reports as further described in attached Exhibit B

OR

 This Contract consist of an upfront payment(s). The City shall pay to the Subrecipient a sum not to exceed the total of **[INSERT TOTAL AMOUNT]** from **[FUND NAME]**. The funds shall be used exclusively as set forth in attached **Exhibit A & Exhibit B.** Lump sum payment(s) shall be made to Subrecipient upon execution of this Contract and in accordance with the terms of the authorizing Ordinance.

1. **[AMOUNT]** shall be advanced to the Subrecipient upon receipt of an advance request from the Subrecipient to the City.
- B. The City is not obligated to contribute more than **\$25,000.00** to the program nor is the Subrecipient authorized to seek reimbursement from the City for any program expenses in excess of **\$25,000.00**. If there should be program expenses in excess of this amount that the Subrecipient would like the City to pay for, approval must be obtained from the appropriate City officials prior to the Subrecipient incurring the additional expenses. Necessary City approvals shall include approval by City Council of an ordinance to modify this Contract allowing additional funds to be contributed, and execution by the City of a written modification for that purpose. Should the Subrecipient incur any additional expenses prior to obtaining these approvals, the City is not obligated to pay said costs.
- C. A final report is to be delivered detailing the results of the program as set forth in **Exhibit B** and a summary of funding spent as compared to the program Budget. (See **Exhibit A** for the program Budget.) This report constitutes a closeout report and shall be submitted to the City within 60 days following the end of the Contract period of performance.
- D. **Exhibit C, Table of Required Data Elements,** contains certain information required by the Uniform Guidance and that Subrecipient may require in order to be compliant with certain Federal reporting requirements.

VI. TERMINATION

- A. **Termination of Contract for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Subrecipient shall violate any of the covenants, Contracts, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date of such action.
- B. **Termination for Convenience of City.** The City may terminate this Contract at any time by giving at least thirty (30) days' notice in writing.
- C. **Termination Closeout Reports.** The Subrecipient agrees to submit to the City a

Contract closeout report not later than thirty (30) days following the termination of this Contract, notwithstanding cause.

VII. SEVERABILITY

The provisions of this Contract are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

VIII. EQUAL OPPORTUNITY CLAUSE

Organizations awarded Contracts from the Subrecipient agree to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause:

- A. The Subrecipient will not unlawfully discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that the Subrecipient is an equal opportunity employer.
- C. It is the policy of the City of Columbus that business concerns independently owned, operated, and controlled by MBE/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.
- D. The Subrecipient shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director for the sole purpose of verifying compliance with Title 39 and the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion by the Subrecipient shall be considered confidential.

- E. The Subrecipient will not obstruct or hinder the Office of Diversity and Inclusion Director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- F. The Subrecipient and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Subrecipient will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- G. The Subrecipient agrees to refrain from subcontracting any part of this Contract or modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- H. Failure or refusal of the Subrecipient or a subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

IX. CITY AND OTHER TAXES

The Subrecipient agrees to withhold and pay all City income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such City income taxes due under said chapter for services performed under a Contract. If it has been determined by the Columbus Income Tax Division that the Subrecipient, or any of its subcontractors, owes City income taxes, the Subrecipient agrees that the City may withhold the amount due to the City from any amount due to the Subrecipient for services performed under a Contract.

X. RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- A. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- B. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- C. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- D. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- E. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- F. Indirect cost rate proposals and cost allocation plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - 1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
 - 2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

XI. CHANGES

This Contract constitutes the entire Contract between the parties, and any changes or modifications to this Contract shall be made and agreed to in writing and approved by the appropriate City officials.

XII. COMPLIANCE WITH LAWS

The Subrecipient agrees to comply with all applicable Federal, state, and local laws in the conduct of the work hereunder. The Subrecipient accepts full responsibility for payment of all taxes; including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other

taxes or payroll deductions required for all employees engaged by the Subrecipient in the performance of the work authorized by this Contract. The City shall not be liable for any taxes under this Contract. When required by the City, the Subrecipient shall furnish one (1) copy of its Workers' Compensation Insurance Certificate.

XIII. RESPONSIBILITY FOR CLAIMS

The Subrecipient agrees to hold the City harmless from any and all claims for damages resulting from activities in furtherance of the work hereunder. The Subrecipient shall reimburse the City for any judgments for infringement of patent or copyright rights. The Subrecipient agrees to defend against any such claims or legal action if called upon by the City to do so.

XIV. CAMPAIGN CONTRIBUTIONS

The Subrecipient hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this Contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Contract and for one year thereafter.

XV. WAGE THEFT AND ENFORCEMENT COMMISSION

Subrecipient agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Codes Chapter 377, Wage Theft Prevention and Enforcement, which chapter is incorporated herein by reference.

XVI. ADDITIONAL REQUIREMENTS

A. The Subrecipient as a Subrecipient

The Subrecipient, as a Subrecipient, understands that this Contract with the City of Columbus, Health Department utilizes Federal Grant monies to compensate the Subrecipient from Assistance Listing No. 93.914, Ryan White HIV/AIDS Program (RWHAP) Part A Emergency Relief for Areas with Substantial Need for Services, from the U.S. Department of Health and Human Services. As such, the Subrecipient agrees to comply with all Federal laws and regulations along with the appropriate requirements of Federal Uniform Guidance. The Subrecipient agrees to provide the Health Department with the Subrecipient's SAM.gov Unique Identification Number and evidence of a current, active registration within the System for Award Management (SAM) at the time of signing.

During the term of this Contract, the Subrecipient agrees to allow the Health Department to monitor effectively the Subrecipient's use of these Federal grant monies and to ensure that the Subrecipient's performance goals are being achieved. This monitoring may include special reporting, site visits, regular contact, or other means to provide reasonable assurance that the Subrecipient administers

the Federal award in compliance with laws, regulations, and provisions of the Contract.

The City of Columbus is required to ensure that Subrecipients comply with the audit requirements of the Federal Uniform Guidance. The Subrecipient agrees to assist the City of Columbus in this effort by providing any needed information as requested and by complying with the audit requirements of the Federal Uniform Grant Guidance.

Use of City funds: The Subrecipient acknowledges and agrees that the funds Subrecipient receives from the City are only to be for reimbursement of approved program expenses. An itemized list of approved program expenses is delineated in the attached Scope of Services (**Exhibit A**). It is understood by the City and the Subrecipient the dollar amounts listed for each line item in the Budget are estimates which are subject to change. The Subrecipient need not seek City approval to change budgeted amounts for those line items so as long as the overall amount to be reimbursed the Subrecipient by the City does not exceed the maximum amount the City has agreed to reimburse Subrecipient for the program. City approval is, however, needed for the Subrecipient to add new line items to the Budget that will be reimbursed by City funds, even if the total budgeted amount remains below the agreed upon maximum reimbursement amount, to ensure the City approves the use of Federal grant funds on those Budget items. Written approval (which can be in the form of exchanged emails) must be obtained from the City contact identified in the attached Scope of Services (**Exhibit A**) or an alternate person subsequently named to replace that contact during the term of this Contract.

B. Refund of funds reimbursed by the City: The Subrecipient shall keep a complete and accurate account of actual costs incurred for the program, with a final accounting to be performed following the conclusion of the program. If, after final accounting, it should be determined the program costs reimbursed Subrecipient by the City are more than the Subrecipient's actual program costs, the extra funds shall be refunded to the City. This refund is to be made within 60 days of the completion of final accounting.

XVII. Workers' Compensation

The Subrecipient shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract as EXHIBIT D.**

XVIII. Insurance

Subrecipient shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Subrecipient must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT E:**

Bodily Injury Liability:		Property Damage Liability:	
Each Person	\$500,000	Each Accident	\$500,000
Each Accident	\$1,000,000	All Accidents	\$1,000,000

XVII. ATTACHMENTS

Exhibit A – Scope of Service

Exhibit B – Invoice and Performance Reports

Exhibit C – Table of Required Data Elements

Exhibit D – Current Workers' Compensation Certificate

Exhibit E – Proof of insurance with the City named as an additional insured and the contract name Ending the HIV Epidemic: A Plan for America-Ryan White HIV/AIDS Program Parts A and B in the Descriptions of Operations Box and the following address in the Certificate Holders Box:

Columbus Public Health
240 Parsons Ave.
Columbus, OH 43215

Attn:
Sean Hubert
Ryan White Director
614-645-6522
Seanh@columbus.gov

SIGNATURES ON FOLLOWING PAGE

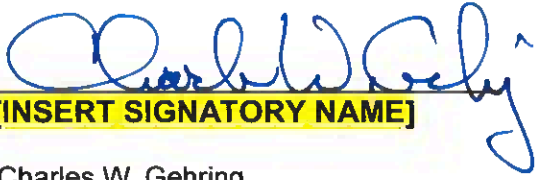
IN WITNESS WHEREOF, the duly authorized representatives of the parties have herein set their hands in Contract to this Contract.

SUBRECIPIENT:

LifeCare Alliance

CITY:

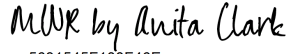
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Department of Health**

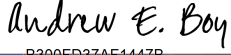
By 
[INSERT SIGNATORY NAME]

Charles W. Gehring
President & CEO

[TITLE]

Date 2/2/2024
SAM.gov Unique Identifier RP8HZKH98KB9

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By: 
5631545F198F46E...
Mysheika W. Roberts, MD, MPH, Health
Commissioner

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By: 
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Board of Health

Date 3/1/2024

EXHIBIT A – SCOPE OF SERVICES

**HIV CARE: PROVISION OF SUPPORT SERVICES
ENDING THE HIV EPIDEMIC (EHE)
FFY 2024: MARCH 1 – FEBRUARY 28, 2025**

I. GENERAL DATA

Grant Amount	\$25,000
Grantee/ Contractor	LifeCare Alliance
CFDA No.	93.686
Grantee FTI Number	31-4379494
Transitional Grant Area (TGA)	Franklin, Fairfield, Licking, Pickaway, Union, Madison, Delaware, and Morrow Counties
Administrative Agency	LifeCare Alliance
Administrative Contact	Charles W. Gehring
Title	President & CEO
Phone No.	614-278-3130
Email	cgehring@lifecarealliance.org
Address	1699 W. Mound St. Columbus, OH 43223
Columbus Public Health Dept. Grant Mgr.	Sean Hubert Ryan White Director 614-645-6522 Seanh@columbus.gov

II. PROJECT DESCRIPTION

LifeCare Alliance is receiving funding for the provision of Food Bank/Home Delivered Meals for eligible Ending the HIV Epidemic recipients. The award is as follows for this category:

Food Bank/Home Delivered Meals (EHE Services): \$25,000, of which \$2,500 is administrative.

In addition to the standard administrative services required as part of this Agreement, the Contractor agrees to provide at least the following level of program services within the prescribed schedule below.

Service Category	Client Deliveries Per Contract
Food Bank/Home Delivered Meals	87

The City reserves the right to revise this Scope of Services to adjust for category allowances for amounts not to exceed the total awarded amount. The City intends to issue Purchase Orders on an as-needed basis throughout the term of this contract for a total amount up to, but not to exceed, the awarded amount as defined above. Throughout FY2024, the City will monitor spending by all providers and make adjustments as necessary per category. The Contractor will be responsible for submitting a revised budget based upon any category adjustments.

SCOPE OF SERVICES:

A. ADMINISTRATIVE

LifeCare Alliance shall:

1. Invoice monthly on organizational letterhead with the remittance address, and include the Federal Tax ID number on all bills submitted to the City. Invoices should be submitted within fifteen (15) days of services rendered. Supporting documentation must be submitted with each invoice, to include time and activity reports for any personnel who are funded by the Ending the HIV Epidemic, partially or fully, according to the approved budget and services completed. Additionally, programmatic back-up documentation, including client level data, in a format provided by the City, must be submitted with each invoice.
2. Submit all final invoices by March 31, 2025. Invoices received after March 31, 2025 are not guaranteed payment.
3. Provide individual client level data (CLD) for HIV-positive clients who are having their services paid for this Ending the HIV Epidemic contract (i.e., are enrolled in Ryan White or Ending the HIV Epidemic);
 - a. The provision of monthly data applies to all service categories. CLD must be submitted by the tenth of the month following the month of services, e.g. data for services provided in November are due by December 10th.
 - b. A monthly data report, in a format agreed upon by the City, must also be submitted to Seanh@columbus.gov and/or designee.
 - c. Comply with any additional reporting requirements, including due dates, as directed by HRSA and the City.
4. Provide the City with timely notices of no less than thirty (30) days, if it can no longer perform or execute the obligation of the Ending the HIV Epidemic Program or City Contract.
5. Maintain, and furnish upon request, accurate and complete records and other evidence pertaining to all expenditures incurred for the contracted services utilizing the Contractor's Record Retention Policy.
6. Perform all services in accordance with the privacy regulations [45 CFR 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320-1320d-8] and the terms of the attached Columbus Health Department Privacy Agreement. Adhere to all federal, state and local laws related to HIPAA and not use information that could compromise a client's confidentiality in communications regarding services contained in this contract.
7. Adhere to all federal, state and local laws and policies related to the Ending the HIV Epidemic program and be solely responsible for all financial reimbursements, penalties and findings. This includes the Program, Fiscal, and Universal monitoring standards as issued and updated by the HIV/AIDS Bureau of the Health Resources and Services Administration (HRSA). This also includes all elements of the Funding Opportunity Announcement and the Notice of Grant Award, along with all Policy Notices and Program Letters. If the Contractor is found to have had unallowable costs, the Contractor shall repay the City for all such costs. This includes, but is not limited to, instances paying unallowable costs or providing services to non-eligible clients.
8. Allow the City or its representative to make periodic monitoring site visits during normal working hours for the purpose of fiscal monitoring, observing the program, reviewing the information submitted in reports, documenting client outcomes and program impacts, and discussing any unforeseen problems or

issues. This shall include making all staff, documents, and files relevant to the Ending the HIV Epidemic program available upon request.

- a. If quality indicators specify that the Contractor is not meeting the minimum service standards, the Contractor may be responsible for providing the City with a corrective action plan to resolve and satisfy any unmet standards.
9. Submit, with the partially executed agreement, a line item budget for each of the service areas included within this contract. This budget shall reflect the budget awarded for this grant period outlined in the contract. All invoices shall reflect the approved budget.
 - a. Prior approval for modifications is required. If the Contractor or the City desires to modify the budget, such action must occur in writing. The request shall include a brief justification and the modified budget. The Contractor shall contact the City to initiate such a request and submit revisions to Sean Hubert, Seanh@columbus.gov and Sherri Fahringer SAFahringer@columbus.gov.
 10. Participate in Ending the HIV Epidemic Provider meetings, training, and planning activities related to quality management, program and fiscal management, CAREWare, site monitoring, overall programming and/or any technical assistance as required by HRSA, and/or the City.
 11. Provide a representative to attend COHPA, Ryan White Part A Planning Body, meetings.
 12. Not deny services to any eligible clients based upon the client's place of residence.
 13. Inform clients to contact 614.645.273 (CARE) when they have complaints or grievances against the Contractor related to the operation of the Ending the HIV Epidemic programs. Columbus Public Health will be responsible for investigating the grievance, making a final determination on the outcome, and communicating the outcome to the client and Contractor.
 14. Participate and engage administrative and programmatic leadership staff in conference call and/or in-person meetings, as requested by the City in a format defined by Columbus Public Health.

B. FOOD BANK/HOME DELIVERED MEALS

LifeCare Alliance shall:

1. Provide actual food items (frozen/hot/cold/fresh/grocery) to Ending the HIV Epidemic eligible clients, in adherence with the approved budget requirements.
2. Receive referrals/approvals from Ryan White medical case managers, non-medical case managers, linkage to care coordinators or other professionals that determine Ending the HIV Epidemic eligibility. The Contractor is responsible for obtaining and maintaining verification on clients approved to receive services.
3. Ensure timely communication, on a timeframe established by the City, with referral sources and clients on receipt of referrals and schedule for delivery of food items.
4. Provide a month's worth of food items at least once to Ending the HIV Epidemic clients approved to receive services. Food items may be provided monthly thereafter for Ending the HIV Epidemic eligible clients until program meets capacity. At which time the Contractor may limit clients that have previously received services during this fiscal year so as to provide services to new Ending the HIV Epidemic eligible clients. Columbus Public Health will work with the Contractor to ensure a fair and equitable

opportunity for all Ending the HIV Epidemic eligible clients. This program is based on a first come first serve basis and is funding limited.

5. Maintain documentation in client record of units of service provided.
6. Document and maintain case notes, if applicable, that reflect all interactions with and/or on behalf of the client.
7. Participate in leadership calls and meetings as organized by Columbus Public Health.
8. Maintain applicable licenses and/or accreditation and current permits from appropriate local, state, and/or federal agencies.
9. Assure food services comply with current USDA Dietary Guidelines for Americans, FDA, CDC, and local guidelines, federal, state, and local laws and health codes.
10. Follow accepted standards of Dietitians in HIV/AIDS Care and the American Dietetic Association.
11. Ensure that all Food Bank/Home Delivered Meals services provided through this contract meet, at a minimum, the service standards and utilize standard network paperwork, as adopted and implemented by the City. All Food Bank/Home Delivered Meals services must be tracked by units in a data report, in a format agreed upon with the City.

Additional Requirements

The Contractor understands that this contract with Columbus Public Health utilizes Federal grant monies to compensate the Contractor from the C.F.D.A No. 93.686, Ending the HIV Epidemic: A Plan for America—Ryan White HIV/AIDS Program Parts A and B, from the Department of Health and Human Services Health Resources and Services Administration . As such, the Contractor agrees to comply with all Federal laws and regulations along with the appropriate requirements of Federal Uniform Grant Guidance. The Contractor agrees to provide Columbus Public Health with the Contractor's Dun and Bradstreet Data Universal Numbering System (DUNS) Number. The DUNS number must be obtained before any payments are made to the Contractor.

During the term of this contract the Contractor agrees to allow Columbus Public Health to monitor effectively the Contractor's use of these Federal grant monies and to ensure that the Contractor's performance goals are being achieved. This monitoring may include special reporting, site visits, regular contact, or other means to provide reasonable assurance that the Contractor's administers the Federal award in compliance with laws, regulations, and provisions of the grant agreement and this contract.

Columbus Public Health is required to ensure that Contractors comply with the audit requirements of the Federal Uniform Grant Guidance. The Contractor agrees to assist Columbus Public Health in this effort by providing any needed information as requested and by complying with the audit requirements of the Federal Uniform Grant Guidance.

Attached to the Scope of Services is the Notice of Award from the Department of Health and Human Services Health Resources and Services Administration, Attachment A.

EXHIBIT B – SUBRECIPIENT REPORTING FORM

EXHIBIT C – TABLE OF REQUIRED DATA ELEMENTS

Required Data Element	Response / Reference
Subrecipient Name	LifeCare Alliance
Subrecipient's Unique Entity Identifier	31-4379494
Federal Award Identification Number (FAIN)	UT833926
Federal Award Date	01/30/2024
Contract Period of Performance Start and End Date	Refer to Section II, <i>Term of Contract</i> .
Contract Budget Period Start and End Date	Refer to Section II, <i>Term of Contract</i> .
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$25,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$25,000.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$25,000.00
Federal award project description, as required to be responsive to the Federal Funding Accounting and Transparency Act (FFATA)	Ending the HIV Epidemic: A Plan for America-Ryan White HIV/AIDS Program Parts A and B
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal awarding agency :U.S. Department of Health and Human Services, Health Resources and Services Pass-through entity: Columbus Public Health Contact information for awarding official of the Pass-through entity: Danielle R Ohms drohms@columbus.gov (614)645-0740
Assistance Listing Number and Title	Refer to Section XIV., <i>Additional Requirements</i>
Identification of whether the award is Research & Development (R&D)	-
Indirect cost rate	-



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# UT833926
Federal Award Date: 01/30/2024

Recipient Information

1. Recipient Name
COLUMBUS, CITY OF
240 Parsons Ave
Columbus, OH 43215-5331
2. Congressional District of Recipient
03
3. Payment System Identifier (ID)
1316400223A1
4. Employer Identification Number (EIN)
1316400223A1
5. Data Universal Numbering System (DUNS)
932901762
6. Recipient's Unique Entity Identifier
FAMWPHY1126K8
7. Project Director or Principal Investigator
Audrey S Regan
asregan@columbus.gov
(614)645-6790
8. Authorized Official
Danielle R Ohms
drohms@columbus.gov
(614)645-0740

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
Eric Shell
HIV/AIDS Bureau (HAB)
EShell@hrsa.gov
(301) 443-0756

Federal Award Information

11. Award Number
5 UT8HA33926-05-00
12. Unique Federal Award Identification Number (FAIN)
UT833926
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
Noncompeting Continuation
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	\$714,800.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	\$0.00
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$714,800.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$714,800.00
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	\$5,664,800.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Karen Mayo on 01/30/2024

30. Remarks



Notice of Award
Award Number: 5 UT8HA33926-05-00
Federal Award Date: 01/30/2024

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:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$0.00
j. Consortium/Contractual Costs:	\$0.00
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:	\$714,800.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
i. Indirect Cost Federal Share:	\$0.00
ii. Indirect Cost Non-Federal Share:	\$0.00
q. TOTAL APPROVED BUDGET:	\$714,800.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$714,800.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$714,800.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$714,800.00

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	20UT8HA33926	\$714,800.00	\$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. 45 CFR Part 75 applies to all federal funds associated with the award. Part 75 has been effective since December 26, 2014. All references to prior OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
2. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pmsapp.psc.gov/pms/app/userrequest>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at:
<http://pms.psc.gov/find-pms-liaison-accountant.html>
3. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
4. As a condition of accepting this award the recipient must comply with data requirements of the RSR and will mandate compliance by each of your subrecipients. The RSR captures information necessary to demonstrate program performance and accountability. All EHE core service and support service providers are required to submit client-level data as instructed in the RSR manual. Please refer to the [RSR Webpage](#) for additional information.
5. HRSA is operating under a Continuing Resolution; therefore, this award provides partial funding based on the continuation of FY 2023 program requirements, funding levels, and specialized reporting requirements. Additions and revisions to these Terms and Conditions may be necessary once HRSA receives a final FY 2024 appropriations. A revised Notice of Award (NoA) will be issued to reflect any changes to funding amounts, Terms and Conditions, and/or reporting requirements.

Program Specific Term(s)

1. In accordance with 45 CFR § 75.322(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. HRSA HAB reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
2. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program in subsequent fiscal years, recipient satisfactory performance, and a decision that continued funding is in the best interest of the Federal Government.
3. Unless otherwise specified, all Conditions and Reporting Requirements must be electronically submitted through the HRSA Electronic Handbooks (EHBs).
4. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (<http://www.fedregister.gov>). The FFATA reporting requirements apply for the duration

of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <http://www.hrsa.gov/grants/ffata.html>.

5. RWHAP funds may not be used to make cash payments to intended clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift 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 therefore are also unallowable.
6. 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.
7. The Ryan White HIV/AIDS Program (RWHAP) legislation requires, to the maximum extent practicable, that core medical and support services will be provided without regard to an individual's ability to pay, or to the current or past health condition of the individual to be served. Consequently, HRSA expects that RWHAP recipients and subrecipients utilize a grievance process, articulated in writing, to investigate complaints for denial of services.
8. Any recipients that collect rebates on ADAP medication purchases funded through EHE must adhere to outlined provisions in HRSA HAB PCN # 15-04: Utilization and Reporting of Pharmaceutical Rebates. See https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-04_pharmaceutical_rebates.pdf
9. All recipients who are providing services under EHE that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
10. If the recipient expends any of the Initiative award on the AIDS Drug Assistance Program (ADAP), it must comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Acceptance of this award indicates that you will comply with data requirements of the ADR and will mandate compliance by each of your contractors and subcontractors. The ADR captures information necessary to demonstrate program performance and accountability. Please refer to the [ADR Webpage](#) for more information.
11. Submit, every two (2) years, to the lead State or MTA agency for the EHE initiative, audits consistent with 45 CFR 75 Subpart F, regarding funds expended in accordance with this title.
12. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the recipient organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.
13. As a condition of accepting this award the recipient must adhere to all program policies and guidance governing the EHE program
14. During each budget period, recipients must include in their program budget travel support for staff members (one staff member must be the program director or a designated representative) to attend meetings/conferences identified by HRSA HAB as essential to EHE administration and implementation. HRSA HAB meetings may include, but are not limited to, the biennial National Ryan White Conference on HIV Care and Treatment, grant-specific Administrative Reverse Site Visits (ARSV), or targeted technical assistance events. Meetings are generally held in the Washington, D.C. metropolitan area. If no essential meetings are held during the budget period, recipients can reallocate funds for other allowable grant expenses. Recipients must comply with 45 CFR Part 75.474 and all other applicable HHS and Federal policies governing travel supported under Federal assistance awards.
15. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).

In addition, funds may not be used for the following purposes:

- ◦ Cash payment to intended recipients of services.
- Clinical research

- International travel.
 - Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.
 - Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication.
16. Recipients must submit an annual Non-Competing Continuation (NCC) Progress Report via the HRSA EHBs 90 days prior to the budget period end date. Submission and HRSA approval of this NCC Progress Report triggers the budget period renewal and release of subsequent year funds. The report demonstrates recipient progress on program-specific goals and collects core performance measurement data to measure the progress and impact of the project.
17. The EHE initiative specifies criteria for the expenditure of program funds as follows:
- Recipient costs for grant administration may not exceed ten (10) percent of the grant award. Planning and evaluation costs may not exceed ten (10) percent of the grant award. Collectively, recipient administration and planning and evaluation costs may not exceed fifteen (15) percent of the grant award. The aggregate total of administrative expenditures for subrecipients, including all indirect costs, may not exceed 10 percent of the aggregate amount of all subawards.
 - If the recipient elects to expend funds for clinical quality management activities that amount shall not exceed the lesser of 5 percent of the total grant funds or \$3 million.
18. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
19. Funds may not be used by grantees or subcontractors for the purchase of vehicles without written approval from the Division of Grants Management Operations (DGMO).
20. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
21. This award is subject to 45 CFR part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards.
22. Funding will be provided in the form of cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project. The recipient is expected to collaborate with HAB and its RWHAP recipients to achieve the expectations described in the program expectations section. Certain activities must be planned jointly and include HAB's input. HRSA HAB must be aware of all project activities in sufficient time to provide input and/or assistance. This substantial involvement is in addition to the usual monitoring and technical assistance provided under the cooperative agreement.
- As a cooperative agreement, HRSA programmatic involvement will include:
- Providing the expertise of HRSA HAB personnel and other relevant resources to support the efforts of the initiative activities;
 - Facilitating partnership and communication with other federal agencies, particularly CDC, to improve coordination efforts;
 - Facilitating collaboration with the TAP and SCP to assist in the development, implementation, coordination, and integration of initiative activities;
 - Participating in the design and direction of the strategies, interventions, tools, and processes to be established and implemented for accomplishing the goals of the cooperative agreement;
 - Approving uses of funds outside of existing allowable RWHAP costs and service categories;
 - Providing ongoing review of the establishment and implementation of activities and measures for accomplishing the goals of the cooperative agreement;
 - Participating, as appropriate, in conference calls and meetings that are conducted during the project period of the cooperative agreement;
 - Reviewing and concurring with all information products prior to dissemination; and
 - Facilitating the dissemination of project findings, best practices, evaluation data, and other information developed as part of this project to the broader network of RWHAP recipients.

In collaboration with HRSA, the cooperative agreement recipient's responsibilities will include:

- Completing proposed initiative work plan activities within the five-year project period;
 - Collaborating with HRSA on review of activities, procedures, and budget items, including timely communication with project officer;
 - Developing and implementing a methodology, including proposed metrics, to measure the impact of proposed activities, as well as reporting on outcomes;
 - Ensuring proposed activities are based on documented need, targeted for maximum impact on HIV care continuum outcomes, and designed to reach the identified target population(s);
 - Coordinating the initiative activities with their existing RWHAP programs;
 - Collaborating with CDC funded organizations, health centers, and other local and state government agencies on implementing initiative activities;
 - Collaborating with the TAP and SCP on the development, implementation, coordination, and integration of initiative activities;
 - Developing a sustainability plan to support successful activities following conclusion of the cooperative agreement;
 - Modifying activities as necessary to ensure relevant outcomes for the project; and
 - Participating in the dissemination of project findings, best practices, and lessons learned, including adherence to HRSA guidelines pertaining to acknowledgment and disclaimer on all products produced by HRSA award funds
23. For all action steps that require input from the HAB Project Officer and other HAB staff, you must allow for at least a three (3) week response time for information, approval, planning, or technical assistance. Work plan tables must be adjusted to include the minimum response time for all relevant activities.
24. Per 45 CFR §75.351 - .353, recipients must monitor the activities of their subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Recipients must ensure that subrecipients track, appropriately use, and report program income generated by the subaward. Recipients must also ensure that subrecipient expenditures adhere to legislative mandates regarding the distribution of funds.
25. Recipients are required to track and report all program income on the annual Federal Financial Report. All program income earned must be used to further the objectives of the Ryan White HIV/AIDS Program. For additional information, see PCN #15-03 available online at <https://hab.hrsa.gov/program-grants-management/policy-notice-and-program-letters>.
26. As outlined in Notice of Funding Opportunity HRSA-20-078, the only requirement for determining eligibility for EHE service provision is that the individual has a documented HIV diagnosis. HRSA expects that all new clients who are provided any services (whether EHE or RWHAP) in an EHE-funded jurisdiction will be counted as an EHE client.
27. Resumes/CV for key personnel supported by this cooperative agreement and not named in the FY 2020 application must be submitted to the HRSA Grants Management Office through the EHB Prior Approval Portal for review prior to appointment to the project. This requirement also includes all key personnel hired due to vacancy, resignation, termination or attrition subsequent to the issue date on the Notice of Award.
28. Recipients may request carryover of any unobligated balance (UOB) from the Ending the HIV Epidemic in the U.S. initiative funding throughout the life of the period of performance ending on February 28, 2025. A Prior Approval request for carryover of UOB must be submitted via HRSA's Electronic Handbooks (EHBs). Funds may not be used without written approval from the Division of Grants Management Operations (DGMO). When submitting your Prior Approval request, you must include the year you are requesting the funds to be carried from and the amount. It is your responsibility to track the UOB based on the project budget period during the five year period of performance.
29. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.

Standard Term(s)

1. Your organization is required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, per HRSA [Standard Terms](#) (unless otherwise specified on your Notice of Award), and [Legislative Mandates](#). The effectiveness of these policies, procedures, and controls is subject to audit.

Reporting Requirement(s)

1. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.**

The recipient must submit, within 90 days after budget period end date, an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **All FFRs must be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

2. Due Date: 09/30/2024

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

3. Due Date: 03/31/2025

Biannual Progress Report: Recipients must submit two progress reports during the budget period via the HRSA Electronic Handbooks (EHB) system. The information will include recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the EHBs. The format for these reports will be provided by the program staff within the EHB.

4. Due Date: 03/24/2025

Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and client level reports for the calendar year via the EHBs by 6:00 PM ET on the last Monday in March. See <http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html> for additional information

5. Due Date: Within 90 Days of Project End Date

The recipient must submit an annual Initiative Expenditure Report.

6. Due Date: 06/15/2024

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

7. Due Date: 10/15/2024

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

8. Due Date: 02/15/2025

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

9. Due Date: Within 90 Days of Project End Date

The recipient must submit a final report. The final report is due within 90 days after the project period ends. The final report collects information relevant to program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the recipient achieved the mission, goal and strategies outlined in the program; recipient objectives and accomplishments; barriers encountered; resolutions to barriers encountered and responses to summary questions regarding the recipient's overall experiences during the entire project period.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Danielle R Ohms	Authorizing Official	drohms@columbus.gov
Audrey Regan	Business Official	asregan@columbus.gov
Audrey S Regan	Authorizing Official, Point of Contact, Program Director	asregan@columbus.gov

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/>).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is**

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

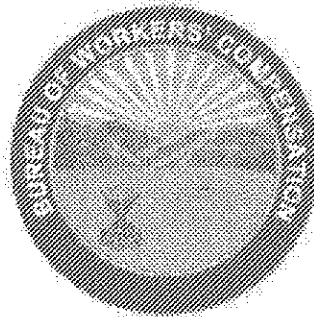
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00051018

Period Specified Below
07/01/2023 to 07/01/2024

LIFECARE ALLIANCE
1699 W MOUND ST
COLUMBUS OH 43223-1809



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.