

**SUBRECIPIENT AGREEMENT - NOT FOR PROFIT SERVICE CONTRACT
BETWEEN
CITY OF COLUMBUS, OHIO
Aids Healthcare Foundation
FOR
HIV Prevention 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 Aids Healthcare Foundation (hereinafter "Subrecipient").

WHEREAS, the City requests services that will be paid from the HIV Prevention Grant Program, 2251; and

WHEREAS, Columbus Public Health utilizes Federal grant monies from the Center for Disease Control, HIV Prevention, from the Ohio Department of Health; and

WHEREAS, funding is requested for HIV and STI screening services; and

WHEREAS, the Subrecipient is administering the HIV Prevention Grant Program services, which will provide HIV screening, education and linkage to health services; and

WHEREAS, the City seeks to enter into a Subrecipient Agreement - Not For Profit Service Contract with the Subrecipient, Aids Healthcare Foundation who operates as a nonprofit with the goal to continue to deliver healthcare and influence over policy with the aim of saving more lives; and

WHEREAS, the City has selected the Subrecipient to become a "subrecipient" under the HIV Prevention 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 delivery of HIV Prevention services;

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 Center for Disease Control, HIV Prevention, from the Ohio Department of Health, 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 **June 1, 2024** through **July 31, 2024**.

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 **\$50,000.00** 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 **\$50,000.00** to the program nor is the Subrecipient authorized to seek reimbursement from the City for any program expenses in excess of **\$50,000.00**. 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, Department of Health utilizes Federal Grant monies to compensate the Subrecipient from Assistance Listing No. 93.940, HIV Prevention Activities Health Department, from the Centers for Disease Control and Prevention. 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 Department of Health 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 Department of Health 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.

- B. **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.
- C. **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:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
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 HIV Prevention in the Descriptions of Operations Box and the following address in the Certificate Holders Box:

Department of Health
240 Parsons Ave.
Columbus, OH 43215

Attn:
Audrey South
Sexual Health Promotions
614-645-6790
AESouth@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:

CITY:

Aids Healthcare Foundation

City of Columbus
Department of Health

By 
[INSERT SIGNATORY NAME]

DocuSigned by:
By: 
5631545E188E46E
Mysheika W. Roberts, MD, MPH, Health
Commissioner

President
[TITLE]

Date 6/14/2024

Date 6/17/2024

Federal Tax ID 95-4112121

Federal Tax ID 31-61400223

SAM.gov Unique Identifier FWM8BLZ5AZK1

EXHIBIT A – SCOPE OF SERVICES**EXHIBIT A – SCOPE OF SERVICES**

HIV Prevention

I. GENERAL DATA

Grant Amount

	Contract Amount
AHF	\$50,000.00

Grant Period January 1, 2024-July 31, 2024
 Grantee/SERVICE PROVIDER AIDS Healthcare Foundation
 CFDA No. 93.940
 Grantee FTI Number 95-4112121
 Administrative Agency AIDS Healthcare Foundation
 Administrative Contact Edwin Dillard
 Title Prevention Manager
 Phone No. 917-655-3699

Email Edwin.Dillard@ahf.org
 Address 6255 W. Sunset Blvd., 21st Floor, Los Angeles, CA 90028

Columbus Public Health Dept. Grant Mgr. Audrey South
 Sexual Health Promotion
 614.645.6790
 AESouth@columbus.gov

II. PROJECT DESCRIPTION

As a HIV Prevention funded sub-recipient, you will agree to the following:

Administrative and Fiscal Requirements

1. Submit invoices monthly detailing services rendered/positions paid for, monthly costs and associated administrative charges. All positions covered should be listed by name and include hire date and date of termination, when applicable. Time and effort reports must be included for any split funded employee who is partially paid from these federal grant funds. The funded sub-

recipient responsible for notifying the CITY of staff changes or modifications in advance and will not allow the invoice to serve as the method of communicating these changes.

2. Not use information that could compromise a client's confidentiality in communications regarding services contained in this contract.
3. Comply with guidance for implementing HIV program in accordance with all current CDC and ODH Program Policy Notices.
4. Have a system in place to bill and collect from the appropriate third party payers. Furthermore, funded sub-recipients should identify potential sources of third party revenues for each client.
5. Comply with the audit requirements of OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular), if the funded sub-recipient expends \$750,000 or more in federal awards. The funded sub-recipient agrees to assist The CITY in this effort by providing any needed information as requested and by complying with the audit requirements of OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular). Contractor agrees to provide the CITY a hard copy of its most recently completed agency audit.

HIV Testing requirements

1. Conduct an HIV screening that includes a sexual health risk assessment and risk reduction plan. If the sexual health risk assessment indicates that the individual is at highest risk for HIV (persons scoring above 50), then conduct a rapid HIV test.
2. HIV screening and testing shall be offered at times and locations most likely to serve persons at highest risk of HIV, who do not know their status. Highest risk populations include men who have sex with men, transgender or gender non-conforming persons, persons who inject drugs, persons who engage in sex work or human trafficking, and persons with a history of any syphilis or a history of multiple STIs.
3. If the HIV test is positive, immediately and actively refer the client to HIV Care. And, inform CPH's Wellness Services of the newly diagnosed infection. Positive tests also shall be reported to CPH and ODH within 24 hours.
4. If the HIV test is negative, provide risk reduction counseling and actively refer to PrEP.
5. CDC endorsed evidence-based interventions may be used, as appropriate. However, they are not a requirement of this contract. Subrecipients shall adhere to the science and recommendations of client center counseling.

STI Screening Requirements

6. STI screening should include syphilis and extra-genital testing for chlamydia and gonorrhea. Specimens should be tested through a commercial laboratory contracted directly by the sub-

recipient. Treatment for these STIs should be available by the sub-recipient for the index patient and any known partners that need treatment.

Data Submission Requirements

7. For HIV Screening, Ensure mandated individual client level data (CLD) for each assessment, screening and testing and reported by the 10th of the following month. AIDS Healthcare Foundation is not required to use ODH's or CPH's sexual health risk assessment. However, the variables listed on ODH's sexual health risk assessment shall be provided to CPH for inclusion on the required evaluation. Data shall include at a minimum:
 - a. # of persons screened for HIV test by demographic variables (as listed on the OPSCAN and ODH sexual health risk assessment) and sexual health risk factors;
 - b. # of persons tested for HIV by demographic variables (as listed on the OPSCAN and ODH sexual health risk assessment) and sexual health risk factors; and
 - c. # of HIV positive screens demographic variables (as listed on the OPSCAN and ODH sexual health risk assessment) and sexual health risk factors.
8. OPSCAN form shall be submitted to CPH and ODH no later than the 15th of the month following the month of service.
9. Utilize forms and follow procedures as provided by the CITY and/or the State to ensure all client files contain all of the required documentation.
6. For STI screening, data shall include at a minimum the variables listed below in the format provided by CPH:
 - a. # of persons screened for each type of STI test at each anatomical location (ie, rectal chlamydia, oral chlamydia, etc.)
 - b. # of persons positive for each STI test at each anatomical location (ie, rectal chlamydia, oral chlamydia, etc.)

Central Ohio HIV Network Partnership Requirements

10. Participate in HIV Prevention Provider meetings, training, monitoring, and quality improvement programs.
11. Participate and attend COHPA and OCPG meetings and committee meetings as requested by the CITY.

CONTRACTOR agrees to:

- a. Meet the contract obligations as outlined in this scope of services and understands that failure or refusal to comply with the provisions outlined in the scope of services may result in cancellation of this contract or a decrease in funding. Columbus Public Health reserves the right to withhold payment for contracted services not provided.
- b. Allow the BOARD or its representative to make periodic site visits during normal working hours for the purpose of observing the program, reviewing the information submitted in reports, documenting client outcomes and program impacts, and discussing any unforeseen problems or issues.
- c. Provide the BOARD a hard copy of its most recently completed agency audit.
- d. Provide BOARD per the City Contract timely notices if it can no longer perform or execute the obligation of the Federal HIV Prevention program or City Contract.
- e. Maintain accurate and complete records and other evidence pertaining to all expenditures incurred for the contracted services. Copies of such records shall be furnished if requested.
- f. 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.

Additional Requirements

The Subrecipient understands that this contract with Columbus Public Health utilizes Federal grant monies from the Center for Disease Control, HIV Prevention, C.F.D.A . 93.940, from the Ohio Department of Health Project#02520012HP1623. As such, the Subrecipient agrees to comply with all Federal laws and regulations along with the appropriate requirements of the Federal Uniform Grant Guidance. The Subrecipient agrees to provide Columbus Public Health with the Subrecipient's Dun and Bradstreet Data Universal Numbering System (DUNS) Number. The DUNS number must be obtained before any payments are made to the Subrecipient.

During the term of this contract the Subrecipient agrees to allow Columbus Public Health 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'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 subrecipients comply with the audit requirements of the Federal Uniform Grant Guidance. The Subrecipient 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. Attachment A.

EXHIBIT B – SUBRECIPIENT REPORTING FORM

Please refer to details outlined in Exhibit A.

EXHIBIT C – TABLE OF REQUIRED DATA ELEMENTS

Required Data Element	Response / Reference
Subrecipient Name	Aids Healthcare Foundation
Subrecipient's Unique Entity Identifier	FWM8BLZ5AZK1
Federal Award Identification Number (FAIN)	NU62PS924541
Federal Award Date	Please see attached NOA
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	\$50,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Refer to Section V, Term of Contract.
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	Refer to Section V, Term of Contract.
Federal award project description, as required to be responsive to the Federal Funding Accounting and Transparency Act (FFATA)	HIV Prevention Activities Health Department Sub-tier CENTERS FOR DISEASE CONTROL AND PREVENTION Assistance Listing Number 93.940
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal awarding agency : Centers for Disease Control and Prevention Pass-through entity: The Ohio Department of Health Contact information for awarding official of the Pass-through entity: Bruce Vanderhoff, MD, MBA, 246 North High St., Columbus, OH, 43215
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	-

DESCRIPTIONS (Continued from Page 1)

performed by or on behalf of the named insured.
RE: Grant Revenue



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **Mike DeWine**
Administrator/CEO **John Logue**

www.bwc.ohio.gov
1-800-644-6292

04/24/2023
Date Mailed

#BWNFVSQ
#XX20693797#

AIDS HEALTHCARE FOUNDATION
AHF PHARMACIES POSITIVE HEALTH CARE
6255 W SUNSET BLVD FL 21
LOS ANGELES CA 90028-7422

IMPORTANT DOCUMENT: REMOVE AND POST



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
01654144

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

AIDS HEALTHCARE FOUNDATION
AHF PHARMACIES POSITIVE HEALTH CARE
6255 W SUNSET BLVD FL 21
LOS ANGELES CA 90028-7422



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.

Ohio Department of Health

Notice of Award

246 North High Street, Columbus Oh, 43215

1. Date Issued: 5/22/2024	2. Program Title:	
3. Revision: Revision 3	HIV PREVENTION	
4. Project: 02520012HP1623	6. Project Director , Agency Name, Agency Address	
5. EIN: 316400223	Audrey Regan	
7. Budget Period: 1/1/2023 to 7/31/2024	Columbus City Health Department 240 Parsons Avenue Columbus OH 43215-5331	
8. The OHIO DEPARTMENT OF HEALTH will pay 100.00% % of all allowable program expenditures not to exceed line 9(c).	9. ODH Award computation for grant:	
	a. Amount of current ODH funding:	\$2,264,815.00
	b. Amount of ODH funding this action:	\$0.00
	c. Total ODH funding (from 10-a):	\$2,264,815.00
10. Source of Financial Assistance:		
(a).ODH Funding:	Source	Authorization Grant Funds
	3920	CFDA 93,940 \$115,955.00
	GRF	Am. Sub H.B. 110 \$602,606.00
	3920	CFDA 93,940 \$1,200,000.00
	GRF	Am. Sub H.B. 110 \$346,254.00
	Total ODH Funding:	\$2,264,815.00
(b.) The Ohio Department of Health authorizes Columbus City Health Department to expend the following funding sources at the stated percentage (%) of the total approved budget Funding sources:		
Total Subgrantee Funding Sources		Total Approved Budget \$2,264,815.00
11. Program Income will be used in accordance with:		
<input type="checkbox"/> Deductive Alternative: Used to reduce the amount budgeted for grant funds and applicant share proportionately.		
<input checked="" type="checkbox"/> Additive Alternative: Used to further the objectives of the legislation under which the grant was made and increase the total budget. All expenditures of such funds must have prior written approval in the form of a budget revision.		
<input type="checkbox"/> Matching Alternative: Used to finance part or all of the cost sharing requirement and will reduce the amount of applicant share.		
Any Program Income generated in excess of 10b (Program Income) must be treated in accordance with the Deductive Alternative.		
12.This Award is subject to the terms and conditions incorporated directly in the following:		
a. The Program legislation cited in the Authorization Section above.		
b. The Ohio Department of Health " Grants Administration Policy and Procedures".		
c. The Ohio Department of Health Solicitations and Subrecipient Program Application.		
d. The notice of award agreement including terms and conditions, if any, noted below in Section 13, Remarks.		
13. Remarks: Other terms and conditions attached.		
GRANT AWARD IS CONTINGENT UPON THE AVAILABILITY OF FUNDS. In compliance with ODH Grants Administration Policy, payments are based on actual expenditures and a cost reimbursement basis. Your initial payment will be issued upon submission of an expenditure report. When payment is issued, specific information will be viewable through your GMIS account's Payment link. A Special Conditions link is available for viewing and responding to special conditions within GMIS. The 30-day time period, in which the subrecipient must respond to special conditions will begin when the link is viewable. Subsequent payments will be withheld until satisfactory responses to the special conditions or a plan describing how those special conditions will be satisfied is submitted in GMIS.		
ODH hereby awards to subrecipient named in section 6 above, funds as specified in section 9 above, subject to and in consideration of the subrecipient compliance with the terms and conditions set forth in section 10, 11, 12, and 13 above. This award is subject to the availability of federal or state funds (whichever is applicable). ODH may terminate this grant in writing at any time prior to the end of the budget period as stated in section 7 above. This Award, signed by the Director of the Department of Health, is effective for the Budget Period dates in section 7 above. Acceptance of the grant items and conditions is acknowledged by the subrecipient upon receipt and expenditure of funds through the grant system.		
Bruce Vanderhoff, MD, MBA		
_____ DIRECTOR OF HEALTH		

VENDOR DETERMINATION FORM

Aids Health Care Foundation

Vendor Name: _____
G502251

Grant Name and number: _____
Contract to match grant extension through

Contract Description: 7.31.24
50,000.00

Contract Amount: _____ PO number: _____

Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY)

Description: A subaward is for the purpose of carrying out a portion of the city’s Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award.

Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity:

- Determines who is eligible to receive what Federal assistance;**
- Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient’s data to submit it’s own data)**
- Has responsibility for programmatic decision making;**
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.**

For profit agency- Use standard contract, under/over 50K (over 50K must be legislated)

Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.

Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY

Description: A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity:

- Is facing reduced revenues and difficulty maintaining standard operations;**
- Requires assistance for operating costs including payroll, rent, supplies, etc;**
- Provides goods or services that are ancillary to the operation of the Federal program.**
- Is receiving funding from the American Recovery Plan Act**

Section 3 – CONTRACTOR

Description: A contract is for purpose of obtaining goods and services for the city’s own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- Provides the goods and services within normal business operations; providing a service NOT provided by the city agency**
- Provides similar goods or services to many different purchasers;**
- Normally operates in a competitive environment;**
- Provides goods or services that are ancillary to the operation of the Federal program.**

For profit- Use standard service contract, under/over 50K (over 50K must be legislated)

Not for profit agency- Go to page 2 to determine template to use

FINAL DETERMINATION:

- SUBRECIPIENT**
- BENEFICIARY**
- CONTRACTOR**

NOT FOR PROFIT AGENCIES

Section 1 – GRANT AGREEMENT

Description: When financial assistance to a non-for-profit that provides general operating support to accomplish a particular **public purpose**. Characteristics which support the classifications of the outside entity as a grant agreement include when the outside entity:

- The recipient is planning on doing the work anyway;**
- The amount of funding is determined by the City, typically in a response to a request;**
- Agreements that include advance payments**
- Providing funds for the purpose of distributing all or a portion of funds to residents in the forms of stipends, incentives, vouchers or other direct payments.**

All Not-For-Profit agreements **over \$5,000 must be legislated** and must use the Grant Agreement Template. *insurance/workers comp not required*. Use Object Class 05 / 65026 (funds must be appropriated there)

Section 2 – NOT FOR PROFIT SERVICE CONTRACT

Description: Agreement for the delivery of services to the public, which are NOT currently preformed or provided by an existing city agency. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- Obligation from the not for profit to provide a service or product to the public;**
- Work that is being done is provided solely on the result of being paid;**
- Funding is calculated off of fair market;**
- Organization will submit detailed invoices for services/products rendered.**

Not for profit service contracts use the not-for-profit standard services contract. Over \$50K has to be legislated. Under \$50K does not have to be legislated. Insurance and Workers Comp are required. Use Object class 03/63920

FINAL DETERMINATION:

Grant Agreement over \$5k Grant Agreement under \$5k Not-for-profit Service contract

Explanation of Determination if not clearly made by the criteria above:

FUNDING SOURCE OF CONTRACT

- CPH General fund
- Grant funded- State, private or local
- Grant funded- Federal -Query of findings from sam.gov and ohioauditor.gov attached

Jamie Hatkow 6/11/24
Employee Signature Date

Katie Pettiford 6/17/2024
Supervisor Signature Date

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Aids Healthcare Foundation**
Date: **6/11/2024 2:38:23 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



AIDS HEALTHCARE FOUNDATION

Unique Entity ID FWM8BLZ5AZK1	CAGE / NCAGE 4DWA8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 26, 2025	
Physical Address 6255 W Sunset BLVD FL 21 Los Angeles, California 90028-7422 United States	Mailing Address 6255 W Sunset BLVD 21ST FL Los Angeles, California 90028 United States	

Business Information

Doing Business as (blank)	Division Name Aids Healthcare Foundation	Division Number (blank)
Congressional District California 30	State / Country of Incorporation California / United States	URL http://www.aidshealth.org

Registration Dates

Activation Date Feb 29, 2024	Submission Date Feb 27, 2024	Initial Registration Date May 1, 2006
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Entity Dates

Entity Start Date Jun 1, 1987	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Entity Qualifiers**Foundation****Financial Information**

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 4DWA8
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Points of Contact**Electronic Business**

📍 Artur Oktanyan, Senior Director of Grants	6255 W. Sunset BLVD. Floor 21 Los Angeles, California 90028 United States
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Artur Oktanyan, Associate Director of Grants	6255 W Sunset BLVD 21ST FL Los Angeles, California 90028 United States
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Government Business

📍 Artur Oktanyan, Senior Director of Grants	6255 W. Sunset BLVD. Floor 21 Los Angeles, California 90028 United States
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Artur Oktanyan, Associate Director of Grants	6255 W Sunset BLVD 21ST FL Los Angeles, California 90028 United States
--	---

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	621491	Hmo Medical Centers
	456110	Pharmacies And Drug Retailers
	459510	Used Merchandise Retailers
	621498	All Other Outpatient Care Centers

Disaster Response

This entity does not appear in the disaster response registry.