

**SUBRECIPIENT AGREEMENT - NOT FOR PROFIT SERVICE CONTRACT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
Aids Healthcare Foundation
FOR
IMPLEMENTING ENHANCED HIV P&S for HEALTH DEPARTMENTS TO END THE
HIV EPIDEMIC IN OHIO
*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 Implementing Enhanced HIV P&S for Health Department To End The HIV Epidemic In Ohio, **2251**; and

WHEREAS, the Department of Health has been awarded grant funding from the Ohio Department of Health. This grant award originates from the U.S Centers for Disease Control and Prevention (CDC), for the Implementing Enhanced HIV Prevention and Surveillance for Health Departments to End the HIV Epidemic in Ohio grant program; and

WHEREAS, funding is requested to for the delivery of Ending the HIV Epidemic services; and

WHEREAS, the Subrecipient is administering the Ending the HIV Epidemic services, which will provide the public with Ending the Epidemic related services : outlined in the scope of services, not limited to resource navigation and client transportation to support at-risk clients that test HIV negative access PrEP 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 Implementing Enhanced HIV Prevention and Surveillance for Health Departments to End the HIV Epidemic in Ohio, **2251**; and

WHEREAS, this Subrecipient Agreement - Not For Profit Service Contract is authorized pursuant to Ordinance. No. 2072-2023 passed by City Council on 9/13/2023; 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 Ending the HIV Epidemic 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 **Centers for Disease Control and Prevention (CDC)**, 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 **August 01, 2023 through May 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 **\$55,284.00** 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**

- B. The City is not obligated to contribute more than **\$55,284.00** to the program nor is the Subrecipient authorized to seek reimbursement from the City for any program expenses in excess of **\$55,284.00**. 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 Implementing Enhanced HIV Prevention and Surveillance for Health Departments to End the HIV Epidemic in Ohio grant program 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:

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.

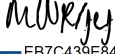
SUBRECIPIENT:

CITY:

Aids Healthcare Foundation


City of Columbus
Department of Health

By  _____

DocuSigned by:

By: _____
EB7C439E84C14CA
Dr. Mysheika W. Roberts, Columbus
Public Health, Health Commissioner

Michael Weinstein, President

[TITLE]

DocuSigned by:

By: _____
23BE0730BC894BF...
Board of Health

Date 10/02/2023
SAM.gov Unique Identifier FWM8BLZ5AZK1
Federal Tax ID 954112121

Date 10/19/2023
TIN: 316400223

EXHIBIT A – SCOPE OF SERVICES**EXHIBIT A – SCOPE OF SERVICES****ENDING THE HIV EPIDEMIC (PS20.2010 EE)****FFY 2023: AUGUST 1, 2023 – MAY 31, 2024****I. GENERAL DATA**

Grant Amount	\$55,284
Grantee/Subrecipient	AIDS Healthcare Foundation
CFDA No.	93.914
Grantee FTI Number	95-4112121
Transitional Grant Area (TGA)	Franklin, Fairfield, Licking, Pickaway, Union, Madison, Delaware, and Morrow Counties
Administrative Agency	AIDS Healthcare Foundation
Administrative Contact	Melissa Bordenave
Title	Senior Contracts Manager
Phone No.	323-860-5328
Email	melissa.bordenave@ahf.org
Address	6255 W. Sunset Blvd., 21 st Floor, Los Angeles, CA 90028
Columbus Public Health Dept. Grant Mgr.	Sean Hubert Ryan White Director 614-645-6522 Seanh@columbus.gov

II. PROJECT DESCRIPTION

AIDS Healthcare Foundation is to receive funding for the delivery of Ending the HIV Epidemic services, including, but not limited to resource navigation and client transportation to support at-risk clients that test HIV negative access PrEP services as well as social determinates of health resources which will provide the opportunity to achieve the best health possible. The priority populations to be served include men who have sex with men (MSM), transgender and gender non-conforming individuals, people who inject drugs, and persons who engage in sex work. The award is as follows for these services:

Resource Navigation/Client Transportation:	\$55,284
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Funding will be provided in the form of a cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between the City and the Subrecipient during performance of the project. The Subrecipient is expected to collaborate with the City to achieve the expectations described in the scope of services. Certain activities must be planned jointly and include the City's 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, the City's programmatic involvement will include:

- Providing the expertise of City personnel and other relevant resources to support the efforts of the initiative activities.
- Participating in the design and direction of the strategies, interventions, tools, and processes established and implemented 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.
- Facilitating the dissemination of project outcomes, best practices, evaluation data, and other information developed as part of this project to the broader Columbus TGA.

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

Service Category	Clients Served August 1, 2022 - May 31, 2024
Resource Navigation	60

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 may 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 FY2023, the City will monitor spending by all providers and make adjustments as necessary per category. The Subrecipient will be responsible for submitting a revised budget based upon any category adjustments.

SCOPE OF SERVICES:

A. ADMINISTRATIVE

AIDS Healthcare Foundation shall:

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 Subrecipient is 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 Prevention programs 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, as applicable. Furthermore, funded subrecipients 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 Subrecipient expends \$750,000 or more in federal awards. The funded Subrecipient 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.
6. 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.
7. Maintain, and furnish upon request, accurate and complete records and other evidence pertaining to all expenditures incurred for the contracted services utilizing the Subrecipient's Record Retention Policy.
8. 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.
9. 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 includes making all staff, documents, and files relevant to the Ending the HIV Epidemic program available upon request.
 - a. If quality indicators specify that the Subrecipient is not meeting the minimum service standards, as established by the City, the Subrecipient may be responsible for providing the City with a corrective action plan to resolve and satisfy any unmet standards.
10. 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, and not exceed, the approved budget. Prior approval for modifications is required. If the Subrecipient or the City desires to modify the budget, such action must occur in writing and approved by the City and Ohio Department of Health. The Subrecipient request or response shall include a brief justification and the modified budget. The Subrecipient shall contact the City to initiate a modification request and submit revisions to Sean Hubert, Seanh@columbus.gov and Rosemary F. Munnerlyn, Rfmunnerlyn@columbus.gov.

11. Develop and maintain, on file with the agency, written program policies and procedures, including client rights and responsibilities. Program policies and client rights and responsibilities should be explained to and signed by clients prior to receiving assistance for the first time. Copies of signed program policies and client rights and responsibilities should be offered/provided to the client and the original should be maintained in the client's file.
 12. Participate in Ending the HIV Epidemic provider meetings, trainings, and planning activities related to quality management, program and fiscal management, site monitoring, overall programming and/or any technical assistance as required by HRSA and/or the City.
 13. Provide a representative(s) to attend COHPA, Ryan White Part A Planning Body, meetings.
 14. Participate and attend networking meetings and committee meetings as requested by the City.
 15. Participate and engage administrative and programmatic leadership staff in conference calls and/or in-person meetings, as requested by the City, in a format defined by Columbus Public Health.
 16. Work cooperatively with the City to develop a work plan, programmatic timelines, service standards for Resource Navigation and annual training modules, as applicable.
2. Adhere to the Subrecipient's established system for grievances about the operation of the service program. Clients must be notified that unresolved grievances related to Ending the HIV Epidemic services can be directed for further assistance to 614.645.2273 (CARE). Complaints and grievances against the Subrecipient related to Ending the HIV Epidemic grant-supported services shall be properly recorded and communicated to the City upon request.

B. ENDING THE HIV EPIDEMIC

I. Resource Navigation

Service Description

The HIV and STI screening process presents an opportunity to prevent the acquisition of HIV. This is true if the screening occurs through a focused intervention, such as Counseling, Testing & Referral (CTR), Passport to Partner Services, or as a part of routine screening. Specifically, the education and risk reduction counseling process may uncover needs for the individual that are addressable, but outside of the scope of an HIV test counselor or a Disease Intervention Specialist (DIS). The Resource Navigator position may support these individuals through the provision of interventions to prevent HIV. However, the Resource Navigator should only work with individuals who have an elevated risk of becoming HIV-positive.

The Resource Navigator position is responsible for providing interventions that interrupt the medical and social conditions that allow HIV transmission to occur. The Resource Navigator shall assist with addressing social determinants of health that may contribute to behaviors that increase chances for acquiring HIV. The Resource Navigator may also help individuals access PrEP services.

Main referral sources for the Resource Navigator position include HIV screening programs and/or HIV care programs. Thus, clients referred to a Resource Navigator will likely have received some HIV and STI education. While HIV and STI education is not the primary role of the Resource Navigator, they may be responsible for sharing information about HIV and STI transmission, PrEP options and the importance of adherence, barrier options to use for protection, and community resources, including eligibility and benefits information.

AIDS Healthcare Foundation shall:

1. Develop a staff team to properly plan, implement, and evaluate all Resources Navigation services.
2. Ensure Resource Navigators:
 - a. Support referral clients to become more self-sufficient and increasingly able to navigate systems and access resources without support using a client centered approach and strategies, including but not limited to, *Teach Back*, *In it Together*, and *Ask Me 3*. Much of the Resource Navigator position's work with individual clients will be short-term in duration, i.e., it is anticipated that most individuals will receive Resource Navigation services over a 30-45 day time span. However, that will not always be true and is not a requirement. Some individuals may need support over shorter or longer durations, and this service should be available.
3. Ensure the Resource Navigator:
 - a. Qualifications for this position are left to the discretion of the hiring agency, at this time. With best practices and lessons learned throughout the network, guidelines may be set in the future. Critical skills for a successful employee are interpersonal and communication skills with both clients and other service providers. Furthermore, deep knowledge of and relationships with other social service providers in Central Ohio will be valuable.
4. Work cooperatively with the City to develop and implement a comprehensive training program for Resource Navigators.
5. Ensure supervision is provided and hours tracked to all Resource Navigators.
6. Implement services that are both clinic and community-based (not site-specific, but instead take place in locations that meet the needs of individuals to be served).
7. Serve clients by a Franklin County source referral that have been identified as a high risk negative and live within Central Ohio.
8. Provide client education that addresses knowledge, attitudes, emotions, and behaviors through in-person, face-to-face, or telehealth visits.
9. Document and maintain case notes that reflect all interactions with and/or on behalf of the client.
10. Assess client satisfaction with resource navigation services.

11. Work cooperatively with the City to develop service standards and utilize standard paperwork, as adopted and implemented by the City. All Health Navigation services must be tracked and provided monthly to the City in a format to be determined by the City.
12. Subrecipient will be required to submit, thirty (30) days after the fully executed contract, a work plan that delineates steps for implementing Resource Navigation services. This work plan will be used as a tool to actively manage the project by measuring progress, identifying necessary changes, and quantifying accomplishments. The work plan should directly relate to the service description provided under Resource Navigation and describe the activities/steps to be implemented in the first year of the grant award. The City may request subrecipients to provide additional work plans for each year of funding. The following information illustrates the work plan documentation requirements:

The work plan should include:

- a. **Goals** should be broad statements of what the program seeks to accomplish, and for whom. The goals should be documented for the proposed year one.
- b. **Objectives** should focus on the most critical organizational issues and outcomes that need to be addressed to achieve the stated goals. The objectives should be specific, measurable, achievable, relevant and time-specific.
- c. **Activities or action steps** to achieve the stated objectives with start and completion dates.
- d. **Staff responsible** for each action step. Include all aspects of planning, implementation, and evaluation, along with the role of key personnel involved in each activity.

II. Client Transportation

AIDS Healthcare Foundation shall:

1. Provide transportation in the form of bus passes, gas cards as reimbursement for travel, or ride share, to Ending the HIV Epidemic program clients in adherence with the approved budget requirements.
 - a. This assistance is available to Ending the HIV Epidemic-eligible clients when transportation funds or services cannot be accessed through other sources.
 - b. Reasonable efforts must be made to secure funds other than Ending the HIV Epidemic funds whenever possible for transportation services for clients.
2. Adhere to the Ending the HIV Epidemic Transportation Policy.
3. Ensure that all client transportation services and activities provided through this contract meet, at a minimum, the service standards (if applicable), and utilize standard paperwork, as adopted and implemented by The City. All client transportation services must be tracked and provided monthly to the City in a format to be determined by the City.

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#02520012EE0323. As such, the Subrecipient agrees to comply with all

02/01/2023

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 Federal Notice of Award.

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	Refer to Contract cover page.
Subrecipient's Unique Entity Identifier	954112121
Federal Award Identification Number (FAIN)	
Federal Award Date	
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	\$55,284.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$55,284.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	
Federal award project description, as required to be responsive to the Federal Funding Accounting and Transparency Act (FFATA)	
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Center for Disease Control and Prevention, The Ohio Department of Health, Bruce Vanderhoff, MD, MBA, 246 North High Street, 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.