

SUBGRANT AGREEMENT BETWEEN

AIDSNET
(GRANTEE)

2200 AVENUE A, SUITE 102, BETHLEHEM, PA 18017-2157
(ADDRESS)

AND

(SUB-GRANTEE)

(ADDRESS)

WHEREFORE, in witness of the covenants set forth below on the attached pages, the parties have affixed their signatures hereto:

(If the sub-grantee is a corporate entity, please have either the president or vice president and either the secretary or treasurer of the corporation sign. In lieu thereof, please enclose a letter stating what authority, e.g., bylaws, board minutes, etc., the signatory has to execute contracts on behalf of the corporation).

BY: _____
Signature Date

Printed Name Title

BY: _____
Signature Date

Printed Name Title

AIDSNET

BY: _____
Ann Stuart Thacker Date
Executive Director

SUB-GRANT AGREEMENT BETWEEN AIDSNET**AND****(SUB-GRANTEE NAME)**

THIS SUB-GRANT AGREEMENT, hereinafter referred to as “Sub-grant Agreement” or “Agreement”, is made by and between AIDSNET, hereinafter referred to as “the Fiscal Agent”, and (Sub-grantee Name), Federal Identification Number, hereinafter referred to as “Sub-Grantee.”

WHEREAS CLAUSES

WHEREAS, Federal funds have been made available or the parties anticipate such Federal funds becoming available to the Fiscal Agent for services pursuant to the provisions of Title II of the Ryan White Comprehensive AIDS Resource Emergency (CARE) Act of 1990, 42 U.S.C. Section 300ff-21 et seq., and the AIDS Housing Opportunity Act, 42 U.S.C. Section 12901 et seq., relating to Federal Housing Opportunities for Persons with AIDS (HOPWA) and regulations thereunder, 24 C.F.R. Part 574, for services to prevent homelessness and help provide a continuum of housing services that meet the changing needs of HIV-infected persons and their families; and

WHEREAS, the parties anticipate that Federal and state funds will be appropriated for the purposes of this Sub-grant Agreement by the General Assembly, and this Sub-grant Agreement is contingent upon appropriation and receipt of such funds; and

WHEREAS, the Sub-grantee has agreed to act as the HIV care and/or prevention education service provider for the period beginning October 1, 2009, through June 30, 2011, and to provide services for the counties of [REDACTED]; and

WHEREAS, the Sub-grantee has submitted an application to the Fiscal Agent to serve as the HIV care provider pursuant to 42 U.S.C. Section 300ff-21 et seq.; and

WHEREAS, the purpose of this Sub-grant Agreement is to provide the Sub-grantee with funding from the Fiscal Agent to fund specific services in the following counties: [REDACTED]; and

- A. Appendix A - Work Statement and its Attachments 1 (HIV Prevention Interventions) and 2 (Service Description).**
- B. Appendix B – Payment Provisions**
- C. Appendix C – Budget**
- D. Appendix D – Program Specific Provisions**

VI. INCORPORATED DOCUMENTS

Sub-grantee acknowledges having reviewed a copy of the following documents, which are available at the Internet addresses given below and which are incorporated by reference into and made a part of this Sub-grant Agreement:

- A. Standard General Terms and Conditions (Rev. 10/06)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>
- B. Audit Requirements (Rev. 3/09)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>
- C. Commonwealth Travel and Subsistence Rates (Rev. 7/07)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>
- D. Federal Lobbying Certification and Disclosure (Rev. 12/05)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>
- E. Personal Computer Hardware, Software, and Peripherals Requirements (Rev. 3/09)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>
- F. Pro-Children Act of 1994 (Rev. 12/05)**
<http://www.aidsnetpa.org/subgranteeinfo.htm>

The above referenced documents can also be viewed on the PA Department of Health web site at <http://www.health.state.pa.us/vendors>.

VII. FEDERAL LOBBYING CERTIFICATION AND DISCLOSURE

The Federal government requires that no federal funds be used for lobbying activities. See Section 1352, Title 31, U.S. Code. To the extent this Sub-grant Agreement is funded with federal monies, certain certifications and disclosures are required. The required certifications and disclosures are available at the Internet address indicated in paragraph

VI. D. above. Sub-grantee acknowledges having reviewed a copy of each document and agrees to be bound by the requirements set forth therein.

VIII. APPLICATION

The Sub-Grantee's application:

In the event that there is a conflict between the Fiscal Agent's Request for Application, the Sub-grantee's application, and this Sub-grant Agreement, the order of precedence shall be first, this Sub-grant Agreement; second, the Fiscal Agent's Request for Application; third, the Sub-grantee's application.

IX. CONFIDENTIALITY PROVISIONS

The Sub-grantee shall comply with all confidentiality provisions contained within this Sub-grant Agreement, including, but not limited to, those provisions stated within the Standard General Terms and Conditions.

X. REPORTING REQUIREMENTS

The Sub-grantee shall comply with all reporting requirements contained within this Sub-grant Agreement, including, but not limited to, those requirements stated within the Work Statement (Appendix A) and the Standard General Terms and Conditions.

XI. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS

If, during the term of this Sub-grant Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Sub-grant Agreement, the Fiscal Agent may advise Sub-grantee, in writing, of the availability and purpose of such funds. The Fiscal Agent also will inform Sub-grantee of any additional conditions or requirements of the additional funds. Sub-grantee hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the Fiscal Agent. Sub-grantee shall provide the Fiscal Agent with a written work statement detailing the manner in which Sub-grantee will use the additional funds in accordance with the stated requirements. Sub-grantee shall provide the Fiscal Agent with a detailed revised overall Sub-grant Agreement budget showing the current budget, the budget for the additional funds and a revised total budget. The Fiscal Agent may choose to provide Sub-grantee with a budget format on which to submit the revised budget information. The additional funds, and the new budget, shall be subject to the terms and conditions of the initial Sub-grant Agreement, as well as to any additional conditions and requirements of the additional funds. Sub-grantee's work statement, revised budget and any new conditions or requirements of the additional funds shall be incorporated into and become

a part of this document by reference. To be effective, documentation describing the additional funds and any additional conditions or requirements shall be signed by the Fiscal Agent and the Agency Comptroller.

XII. ALLOCATION BETWEEN STATE FISCAL YEARS

This Sub-grant Agreement may span several state fiscal periods; therefore, the Fiscal Agent is obligated to pay no more than the dollar amounts for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Fiscal Agent from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Fiscal Agent approval and in accordance with this Sub-grant Agreement.

XIII. MEANING OF TERMS “CONTRACT” AND “CONTRACTOR”

The parties understand that the use of the terms “Contract” and “Contractor” throughout this Agreement shall mean “Sub-grant Agreement” and “Sub-grantee” respectively.

XIV. FINAL GRANT AGREEMENT APPROVAL

This Sub-grant Agreement shall not be legally binding until all signatories, including those signing their approvals for form and legality, have signed the agreement and the Fiscal Agent provides a fully signed copy to the Sub-grantee.