



**SUBAWARD AGREEMENT COVER SHEET  
FRANKLIN COUNTY OVERDOSE DATA TO ACTION PROJECT**

Federal Award	Overdose Data to Action
Federal Award Identification Number	CDC-RFA-CE19-1904
Federal Award Date	September 1, 2021
Federal Awarding Agency	Center for Disease Control and Prevention
CFDA Number	93.136
Name of Subrecipient	Columbus Public Health
Subrecipient Agreement Number	CDCOD2A - 302
Award Amount	\$125,000
Effective Date of Current Award	September 1, 2021
Address of Subrecipient	240 Parsons Avenue Columbus, Ohio 43215
Start Date of Subaward	September 1, 2021
End Date of Subaward	August 31, 2022
Subrecipient's Point of Contact	Name: Andrea Boxill
	Email: <a href="mailto:akboxill@columbus.gov">akboxill@columbus.gov</a>
	Phone: 614.645.0803
Franklin County Public Health Contract Point of Contact	Theresa Seagraves Assistant Health Commissioner Email: <a href="mailto:theresaSeagraves@franklincountyohio.gov">theresaSeagraves@franklincountyohio.gov</a> Phone: 614.525.4921
Franklin County Public Health Programmatic Point of Contact	Rebecca Ajibola Opioid Injury Prevention Coordinator Email: <a href="mailto:RebeccaAjibola@franklincountyohio.gov">RebeccaAjibola@franklincountyohio.gov</a> Phone: (614)955-9116
	Alex Woroncow Epidemiologist Email: <a href="mailto:AlexWoroncow@franklincountyohio.gov">AlexWoroncow@franklincountyohio.gov</a> Phone: Cell: (614) 687-0032

**SUBAWARD AGREEMENT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
COLUMBUS PUBLIC HEALTH

**PART I. SUBAWARD AGREEMENT**

**THIS SUBAWARD AGREEMENT** (the "Agreement"), effective **September 1, 2021**, is by and between Columbus Public Health, with their principal address being 240 Parsons Ave Columbus, Ohio 43215 (hereafter referred to as "Subrecipient") and the Franklin County Board of Health (hereafter referred to as "Board"). Subrecipient and Board are sometimes each referred to as a "Party" and collectively, the "Parties".

The Parties enter into this Agreement in a spirit of partnership, declaring full and mutual commitment to the goals and agreed roles and responsibilities detailed herein, and agree as follows:

**Purpose of Agreement.** The purpose of this Agreement is to collaborate, enhance and coordinate project strategies related to Innovative Surveillance, State/Local Integration and Empowering Individuals to Make Safer Choices under the approval of Resolution No. 21-131 dated September 14, 2021 in connection with the Franklin County Overdose Data to Action Project (the "Project"). Board awards to the Subrecipient the work described in the Scope of Work as detailed in Attachment A (the "Scope of Work"). Funds under this Agreement shall be used exclusively for the purposes specified in this Agreement.

1. **Period of Performance.** The Scope of Work shall be performed during the September 1, 2021 – August 31, 2022 award period, unless this Agreement is modified in writing.
2. **Agreement Budget.**
  - a. Agreement Amount. The total obligated funds for the Agreement is \$125,000.00 (the "Obligated Amount") as shown detailed in Attachment D (the "Budget") and to be paid on a cost-reimbursable basis. In no event shall the Subrecipient exceed the total Obligated Amount without prior written authorization and modification to this Agreement. Board is not obligated to disburse to Subrecipient any costs in excess of the Obligated Amount absent the Board's prior approval in writing.
  - b. Budget Line Item Flexibility. The Subrecipient must obtain Board's prior written approval before making shifts in summary budget line items that would exceed the approved Budget.
  - c. Refunds and Adjustments. The Subrecipient agrees to promptly refund to Board any portion of the Obligated Funds disbursed to it that is determined by Board to have been expended in noncompliance with the Agreement. If the funds are not refunded, Board may set off outstanding amounts (refunds) against payments to the Subrecipient under this Agreement.
3. **Conditions of Agreement Funding.** All funding under this Agreement, including any funding in addition to the Obligated Amount if later authorized in writing by Board, is contingent upon the following:
  - a. Availability of Funds from the Department of Health and Human Services: Obligation from the Department of Health and Human Services and Department of Health and Human Services approval of any work plan and/or

related documentation.

- b. Satisfactory Progress: Subrecipient's satisfactory progress of the Project as determined by the Board in its sole discretion.
- c. Compliance: Subrecipient's compliance with the terms of this Agreement.

#### 4. Payment Provisions.

- a. Withholding of Final Payment. The final 10% of the award may be retained by Board subject to the completion of financial and programmatic reports. The final payment will be released within 30 days of Board's receipt, reconciliation, verification, and approval of the Subrecipient's final report for disallowed costs and confirmation that the Scope of Work has been completed to Board's reasonable satisfaction. In case Board is entitled to a refund after the submission of the Subrecipient's final payment, the Subrecipient agrees it will promptly refund any balances of unobligated cash that Board paid in advance or paid and the Subrecipient is not authorized to retain.
- b. Standard Invoice and Payment. Upon receipt of a proper invoice and unless otherwise stated, payment shall be made. Subrecipient will submit monthly invoices for payment, within 5 business days after the end of the month. If the Board determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on Subrecipient.

A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Subrecipient noting the areas of discrepancy. Invoice shall include, at a minimum:

- 1. Name and address of the Subrecipient
  - 2. Billing period
  - 3. Hours provided as stated in Agreement pricing
  - 4. Unit cost (must match Agreement pricing)
  - 5. Remit to address
  - 6. Customer service telephone number
- c. Payment Due Date. Franklin County normally makes payments within 45-days from the day the invoice is received and acceptance of supplies or services by the Board. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Agreement, outside the responsibility of Franklin County is responsible for all orders, invoices, payment, and / or tracking.

#### 5. Financial Reporting.

- a. Quarterly Financial Reports: Within 10 calendar days after the end of each fiscal quarter (as described in Attachment A), the Subrecipient shall submit to Board in electronic form a completed Cash and Expenditure Report that will be provided. Each report must indicate:
  - i. Individual expenses - numbered with reference numbers to correlate to supporting documentation. Supporting documentation must substantiate the cost such as through receipts, invoices, timesheets, contracts, etc. All procurements must be in compliance with 2 CFR 200 as well as 45 CFR 75 with proper supporting documentation available to the granting agency upon request.
  - ii. The amount budgeted for each line item, the amount expended against each line in the budget as of the date of the report, and the resulting balance remaining in each line;
  - iii. Grant funds received during the period of the report, the amount of expenditures against such funds, the purpose of expenditures of such funds, quarterly cash forecasting, and the balance of funds remaining

and unspent.

- b. Final Financial Report: A final report must be submitted within 60 days of the end date of the grant period and must account for all costs being claimed.

**6. Programmatic Reporting and Evaluation.** All reports submitted by the Subrecipient shall be in a format and contain content acceptable to Board in accordance with **Attachment C** (the "Program Report").

- a. Quarterly Program Performance Reports. Within 10 calendar days after the end of each quarter the Subrecipient shall submit in electronic format, narrative progress reports to Board that succinctly provide the following:
  - i. Updated Work Plan
  - ii. Status update for all activities and strategies listed in the work plan
  - iii. Program successes
  - iv. Challenges or barriers
  - v. Success stories from community residents, agencies or organizations as a result of this work.
- b. Mid-Year and Final Programmatic Report: The Subrecipient must submit a mid-year report within 10 days of the mid-year grant period. (February 28, 2022). Final report must be submitted within 25 days of the end date of the grant period and should include a brief description of the entire grant period, an assessment of progress made towards accomplishing the results, discuss lessons learned, and recommendations for future activities.
- c. Special Reports. Board must be notified immediately of developments that may have a significant impact on activities of the Project, including without limitation as to security or reputation of Subrecipient or Board. Further notification must be given in case of problems, delays or adverse conditions that may materially impair Subrecipient's ability to meet the objectives of this Agreement. Subrecipient shall also promptly notify Board of any instance of suspected or actual fraud and potential or actual conflicts of interest while undertaking activities related to this Agreement. These notifications must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
- d. Monitoring. Subrecipient consents to any monitoring that Board may reasonably require, including site visits, periodic reviews, audits, and other monitoring activities or requirements. Subrecipient agrees to take timely and appropriate action on all deficiencies identified as a result of these monitoring activities. Board reserves the right to issue corrective action based on the nature of the findings.
- e. Out of Scope of Work and Agreement Modification. The Subrecipient is not allowed to perform any work that is out of scope. If the Subrecipient believes that the work being requested to be performed is out of scope it must be brought to the attention of the Project Manager. Any work that is out of scope, if it is determined to be necessary by the Board, must be added to the Scope of Work through a written Agreement modification that is approved by the Board. Approval of an Agreement modification under this section by the Board shall be at its sole and complete discretion.

If the Subrecipient knowingly performs work that is out of scope and does so without the proper written authorization from the Board may do so at their own risk. The Board will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

**7. Notices.** Notices shall be in writing and delivered by email to the person identified in the cover letter of this Agreement. Modification of the Agreement must be in writing and signed by both Parties.

- 8. Financial Records and Access to Records.** Financial records, supporting documents, and all other records pertinent to this Agreement shall be retained for a period of no less than three years from the federal award close-out date. Board, its donor, or either of their authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to the work being performed under this Agreement for 3 years after the federal award close-out date. If such an inspection/evaluation is performed, the Subrecipient agrees (a) to make its premise, and those of any second-tier contractors or subrecipients, available and (b) to provide all reasonable facilities and assistance consistent with the convenience of Board representatives. All such inspections/evaluations shall be performed so as to not unduly delay work under this Agreement.
- 9. Equipment, Property and Supplies.** Title to property and equipment will be determined by Board at the Subaward agreement closeout phase. Subrecipient agrees to use the property in a reasonable and responsible manner and only for activities required in this Agreement. Subrecipient shall use, maintain, insure, account for and comply with the CDC's requirements on property, equipment and supplies. When any equipment or supplies are no longer needed, or at the end of the Term, whichever is earlier, Subrecipient shall request and comply with disposition instructions from Board.
- 10. Termination and Suspension.**
- a. Termination by Board for Convenience. The Board reserves the right to terminate this Agreement for convenience by giving the Subrecipient 90 days prior written notice. If this Agreement is terminated by the Board for convenience, the Board shall be liable only for payment under the payment provisions of this Agreement for goods and services rendered before the date termination.
  - b. Termination by Board. Board may terminate or suspend this Agreement at any time, in whole or in part if (1) Board determines Subrecipient materially fails to comply with the terms and conditions of this Agreement; (2) the Donor (as defined on the cover page), for any reason, fails to fund, terminates or suspends the Grant or that portion of the Grant relating to Subrecipient's activities; (3) the Subrecipient is unable to carry out the purposes of this Agreement in the reasonable judgment of Board and the Donor; (4) any act or omission of the Subrecipient exposes Board to reputational harm and/or liability in the reasonable judgement of Board and the Donor. Board shall pay for services or activities rendered up to the effective ending date of the Agreement, in addition to the financial commitments such as staff salaries and redundancy costs as a result of termination.
  - c. Termination by Subrecipient. This Agreement may be terminated, in whole or in part, by the Subrecipient if the Subrecipient determines that Board materially failed to comply with the terms and conditions of this Agreement.
  - d. Mutual Agreement. The Parties may mutually agree to terminate the Agreement at any time, in whole or in part, upon such terms and conditions as may be agreed between them.
  - e. Termination for Failure to Retain Certification. Pursuant to the requirements as stated in the Agreement, all certifications and / or registrations must be maintained for the life of the Agreement. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Agreement.
  - f. Termination for Financial Instability. The Board may cancel this Agreement by written notice to the Subrecipient if a petition in bankruptcy or similar proceeding has been filed by or against the Subrecipient.

- g. Non- Appropriation of Funds. This Agreement is contingent upon Franklin County receiving funding on an annual basis necessary for the continuation of this Agreement in any grant year. In the event that the funds necessary for the continuation of this Agreement are not approved for expenditure in any year, this Agreement shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Subrecipient with written notification within 10 business days after being notified that the funding is no longer approved.
- h. Opportunity to Remedy. Prior to a termination or suspension under section 10 b or 10 c, the terminating Party will provide advance written notice to the other Party describing deficiency(ies) and a 30-day opportunity to remedy the deficiency(ies) to the notifying Party's reasonable satisfaction.
- i. Minimization of Expenditures and Obligations. Upon receipt of and in accordance with any termination notice, the Subrecipient shall take immediate action to minimize all expenditures and obligations funded under this Agreement and cancel such obligations whenever possible. Except as may explicitly be authorized in writing, the Subrecipient shall not incur costs after receipt of a notice of Board intent to terminate.
- j. Return of Funds. Within 90 days after the effective date of termination, Subrecipient shall repay to Board all unexpended program funds that are not otherwise obligated by a legally binding transaction applicable to this Agreement
- k. Force Majeure. Neither Party shall be responsible for performance delays, acts or omissions resulting from events beyond its reasonable control (each a "Force Majeure Event") including without limitation acts of nature, catastrophic emergency, civil unrest, or extraordinary government action. The affected Party shall provide the other Party written notice within seven (7) days of a Force Majeure Event and keep the other Party advised during the duration of the Force Majeure Event and keep the other Party advised during the duration of the Force Majeure Event.

**11. Incorporated by References.** The following regulations are applicable to this subaward (full text can be located at the identified websites):

- a. 2 CFR 200, as applicable is incorporated into this Subaward by reference [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- b. 45 CFR 75
- c. HHS Grant Policies and Regulations <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html#FFATA>

**12. Order of Precedence.** In the event of any conflict or inconsistency between provisions of this Agreement, the conflict or inconsistency will be resolved giving precedence in the following order: applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award; Code of Federal Regulation (CFR); Standard Terms and Conditions; this Agreement; Attachment A Scope of Work; Attachment B Work Plan; Attachment C Program Report; Attachment D Budget.

Compliance with the terms of this Agreement include the following attachments:

- Part 2: Standard Terms and Conditions
- Part 3: Standard provisions, Certifications, Assurances and Special Considerations.
  - a. Attachment A: Scope of Work
  - b. Attachment B: Work Plan
  - c. Attachment C: Program Report
  - d. Attachment D: Budget

e. Attachment E: Financial Expenditure Report

**13. Non-Discrimination/Equal Opportunity Provisions.** Subrecipient agrees that in the hiring of employees for the performance of the work under the Agreement Subrecipient shall not, by reasons of race, color, religion, sex, age, disability, or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discrimination against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Subrecipient or any person acting on behalf of Board, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in § 122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

**14. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, and performance. All actions regarding this Contract shall be brought in the Court of Common Pleas General Division located in Franklin county, Ohio and the parties hereby consent to the jurisdiction of such court.

**PART TWO: HEALTH AND HUMAN SERVICES OFFICE OF MANAGEMENT AND BUDGET  
STANDARD TERMS AND CONDITIONS**

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to

Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671a.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671a) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in



accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. See §200.322 Procurement of recovered materials.

### **PART THREE: STANDARD PROVISIONS, CERTIFICATIONS, ASSURANCES AND SPECIAL CONSIDERATIONS.**

#### **1. Audits.**

- a. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- d. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- e. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- f. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.



and links to the implementing legislation, regulation, or guidance. If you have further questions, please contact the Chief Grants Management Official within the appropriate awarding agency.

- c. As a general matter, these lobbying restrictions preclude recipients from:
- d. Spending federal funds to influence an officer or employee of any agency or Congressional member/staff regarding federal awards;
- e. Failing to submit required certification and disclosure forms (i.e., SF-LLL);
- f. Using grants funds provided to non-profit organizations or institutions of higher education to influence an election, contribute to a partisan organization, or influence enactment or modification of any pending federal or state legislation; or
- g. Expending federal funds to influence federal, state, or local officials or legislation.
- h. To fully understand and comply with the restrictions on lobbying, HHS personnel should check all appropriations and programmatic statutes and regulations for further limitations and restrictions.

#### **5. Acknowledgment of Federal Funding.**

- a. As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

#### **6. Publication for Professional Audiences.**

- a. Any publications or articles resulting from the award must acknowledge the support of the CDC Overdose Data to Action Grant and will include an official endorsement as follows: "This [article] was funded through a grant received by Franklin County Public Health (FCPH) from the Centers for Disease Control and Prevention, Division of Overdose Prevention (DOP), National Center for Injury Prevention and Control (NCIPC)." and include the Franklin County Public Health logo.
- b. The Subrecipient must ensure that this endorsement be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award. Seal/Logo.

#### **7. Publications as a Means of Sharing Knowledge.**

- a. HHS encourages recipients to arrange for publication of the results and accomplishments of HHS-supported activities. OPDIV prior approval is not required for publishing the results of an activity under a grant. Recipients also may assert copyright in scientific and technical articles based on data produced under the grant and transfer it to the publisher or others where necessary to effect journal publication or inclusion in proceedings associated with professional activities. Any such transfer is subject to the royalty-free, non-exclusive and irrevocable license to the Federal government and any agreement should note explicitly that the assignment is subject to the government license. Journal or other copyright practices are acceptable unless the copyright policy prevents the recipient from making copies for its own use (as provided in 45 CFR 74.36 and 92.34). The recipient should account for royalties and other income earned from a copyrighted work as specified by the OPDIV (see Part IV and the NoA).
  - i. For each publication that results from HHS grant-supported activities,

recipients must include an acknowledgment of grant support using one of the following statements:

"This publication was made possible by Grant Number \_\_\_\_\_ from \_\_\_\_\_." "The project described was supported by Grant Number \_\_\_\_\_ from \_\_\_\_\_." II-70 Recipients also must include a disclaimer stating the following: "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [name of OPDIV, OPDIV component, or HHS]."

If the recipient plans to issue a press release concerning the outcome of HHS grant supported activities, it should notify the OPDIV in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant supported project must accompany the annual or final progress report submitted to the OPDIV.

The parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Franklin County Public Health

Columbus Public Health

By: \_\_\_\_\_  
Joe Mazzola, Health Commissioner

By: *mwr* *AOCA*  
~~Andrea Boxill, Administrator, Alcohol and Drug~~  
~~Services~~ *Myshelka W. Roberts*  
*Health Commissioner*

Date: \_\_\_\_\_

Date: *9/23/2021*

APPROVED AS TO FORM:  
G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

## Attachment A

### SCOPE OF WORK

In response to the opioid epidemic impacting its residents, the Board is partnering with the Subrecipient in contributing to the communications strategy.

1. **Project Description:** This project includes the following programmatic elements: epidemiologist collaboration and support; training and dissemination of information to participants from the community and medical personnel; and the monthly reporting of data to FCPH.

*Project Name:* Franklin County Overdose Data to Action Project

*Project Period:* September 1, 2021 – August 31, 2022

2. **Performance Requirements:**
  - By September 15, 2021, Subrecipient will submit a written response to the recommendations identified in the technical review on the Notice of Award.
  - By September 15, 2021, Subrecipient will submit a revised budget based on your award amount and/or weaknesses and errors identified.
  - By September 15, 2021, Subrecipient will submit a comprehensive work plan that outlines: strategies for accomplishing each activity, a timeline, responsible person and how the activity or strategy will be measured
  - By October 30, 2021, Subrecipient will identify program staff to carry out programmatic activities for the project.
  - By April 15, 2022, Subrecipient will identify final workplan and budget revision needs to FCPH Injury Prevention Liaison (Liaison) to ensure activities and spending of funds are on track.
  - Please review approved workplan for detailed program requirements and timeline.
3. Subrecipient will participate in all evaluation efforts for the CDC Overdose Data to Action project. This includes:
  - Engaging with the Principal Investigator and Evaluation Team.
  - Submitting all project related evaluation data and information in a timely manner.
  - Participation in evaluation calls and on-site visits as applicable.
4. Subrecipient will participate in monthly calls and quarterly virtual/on site meetings.
  - Subrecipient will be provided a template for submission of a monthly status update.
  - Documents should be submitted to the FCPH Injury Prevention Liaison (Liaison) 2 business days prior to the monthly calls.
  - Subrecipient will send a representative to attend and participate in quarterly virtual/on-site meetings at the Franklin County Public Health's office located at 280 East Broad Street Columbus, OH 43215. Due to COVID-19, meetings may be conducted virtually using the electronic platform.
5. Subrecipient will submit monthly invoices based on subrecipient approved budget to FCPH Liaison. Payment requests must be supported by appropriate documentation for the allowable expenditures. If you are unsure whether a particular expenditure is allowable, consult your approved project budget.
6. Subrecipient will participate in two site visits; the first to occur mid-way through the grant year and the second one at the end of the grant year. The purpose of the site visit is to:
  - Determine that subgrantees are progressing in meeting their proposed objectives and help address barriers to meeting these objectives.
  - Provide technical assistance in planning, implementing, and evaluating the population-based activities proposed in your application.

- Ensure that program expenditures are on track.
  - Provide information and address concerns regarding grants management issues and requirements.
7. Subrecipient will submit quarterly and annual reporting documents to their assigned Liaison. Reporting provides continuous monitoring and identifies success and challenges that the Subrecipient encounters throughout the project period. It helps target support to Subrecipients, provides periodic data to monitor progress and overall performance, and track performance measures and evaluation findings for continuous quality and program improvement. Subrecipient will submit all OD2A funded programmatic materials, to be reviewed and approved, ten days before dissemination of materials is scheduled to begin.

a) Quarterly report should be submitted as scheduled:

Quarter	Time Period	Report Due
1	09/01/2021 – 11/30/2021	12/10/2021
2	12/01/2021 – 02/28/2022	03/10/2022
3	03/01/2022 – 05/31/2022	06/10/2022
4	06/01/2022 – 08/31/2022	09/10/2022

Quarterly reports should contain the following:

- Updated Work Plan (if applicable). Subrecipient is expected to submit a year 4 work plan in quarter 3.
  - Status update for all activities and strategies listed in the work plan.
  - Program successes.
  - Challenges or barriers.  
Success stories from community residents, agencies or organizations as a result of this work.
- b) Mid-Year Performance Report: The Subrecipient must submit a mid-year performance report no later than 03/10/2022. Subrecipient will be provided a template and must describe the progress made to date towards grant activities outlined in the work plan.
- c) Annual Performance Report (APR): The Subrecipient must submit the APR no later than 09/25/2022. Subrecipient should include a brief description of the entire grant period and assessment of progress made towards accomplishing results and discuss lessons learned and recommendations for the future. This report must include the following:
- Work plan: Subrecipient must reflect all changes made in the work plan over the course of the year and briefly describe why those changes were necessary.
  - Successes
    - i. Subrecipient must report progress on completing activities and process towards achieving the period of performance outcomes.
    - ii. Subrecipient must describe any additional successes (e.g. identified through evaluation results or lessons learned) achieved in the past year.
    - iii. Subrecipient must describe success stories.
  - Challenges
    - i. Subrecipient must describe any challenges that hindered or might hinder their ability to complete the work plan activities and achieve the period of performance outcomes.
    - ii. Subrecipient must describe any additional challenges (e.g. identified through evaluation results or lesson learned) encountered in the past year.
  - FCPH program support to Subrecipient
    - i. Subrecipient must describe how FCPH could help them overcome challenges to complete activities in the work plan and achieve period of performance outcomes.

**Attachment B  
Workplan**

**Project Name: Franklin County Overdose Data to Action Project**

**Name of Agency:** \_\_\_\_\_

**Point of Contact:** \_\_\_\_\_

<b>Franklin County Overdose Data to Action Project Annual Work Plan 2021 - 2022</b>					
<b>Strategy X:</b>			<b>Target Population:</b>		
<b>Long-Term Outcome(s):</b>					
<b>Short-Term Outcome(s):</b>					
<b>Activity</b>	<b>Steps Proposed (Describe details on how applicant will complete the activity)</b>	<b>Submitted Documents</b>	<b>Person Responsible</b>	<b>Start Date</b>	<b>End Date</b>
<b>Strategy X:</b>			<b>Target Population:</b>		
<b>Long-Term Outcome(s):</b>					
<b>Short-Term Outcome(s):</b>					
<b>Activity</b>	<b>Steps Proposed (Describe details on how applicant will complete the activity)</b>	<b>Submitted Documents</b>	<b>Person Responsible</b>	<b>Start Date</b>	<b>End Date</b>

**NOTE: Applicants may copy and paste rows to add additional settings (strategies, activities, etc.).**



**Attachment C**  
**PROGRAM REPORT**

**Agency Name:**  
**Strategy (#):**  
**Annual Objective:**

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**Description of Activity Progress:**

**Success Factors:**

**Barriers/Challenges Encountered:**

**Plans to Overcome Barriers:**

**Unanticipated Outcomes:**

**Financial Summary Update:**

## **Attachment D**

### **BUDGET**

By this Agreement, it is agreed that Subrecipient will submit an itemized budget and justification based upon the approved budget items and allowable costs as determined by the U.S. Center for Disease Control in its July 29, 2021 Notice of Award letter. The itemized budget and justification will include the following:

- Salaries and Wages
- Fringe Benefits
- Consultant Costs
- Equipment
- Supplies
- Travel
- Other
- Contractual Costs

Subrecipient will NOT use funding towards the following unallowable activities

- Prohibited purchases: Naloxone/Narcan, syringes, furniture or equipment.
  - Harm reduction and linkage to care activities are acceptable as long as O2DA funds are not used for prohibited purchases.
- HIV/HCV/other STD/STI testing.
- Drug disposal. This includes Implementing or expanding drug disposal programs or drug take back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing.
- Research.
- Direct funding for the provision of substance use disorder treatment.
- The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care.
- Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.
- Medication for Opioid Use Disorder (MOUD): Funds can be used to support training and education related to treating opioid use disorder (OUD). However, OD2A funds cannot be used to pay for fees associated with obtaining a state medical license nor those associated with registration with the Drug Enforcement Administration (DEA) to prescribe controlled substances, necessary precursors to obtaining a waiver to prescribe buprenorphine to treat OUD. This applies to both direct reimbursements and contracts. If training, medical license, and/or DEA registration fee activities occur together, it must be clear that OD2A funds are not being used to cover the medical license nor DEA registration fees themselves. Other funding sources can be used to cover those fees.
- Neonatal Abstinence Syndrome (NAS): Funding the collection of NAS surveillance data is not allowable unless the activities are covered under the following examples (noted in the FAQs):
  - Surveillance of linkage to care during or after pregnancy for mothers who use opioids during pregnancy.
  - Tracking drug use patterns, overdose history, and linkage to treatment and risk reduction services for pregnant women.
  - Linking data sources on pregnant women available at the state and local level.
  - Prevention strategies and activities for pregnant women, infants born with NAS, and for healthcare provider/clinician support and education.
- Human immunodeficiency viruses (HIV)/Hepatitis C surveillance (HCV): Funding collection of HIV-related and HCV-related surveillance data is not allowable unless the activities are covered under the following examples:
  - Linking HIV/HCV datasets with drug overdose datasets.
  - Adding questions about substance use and drug overdose to interviews of people who newly acquired HIV and/or HCV conducted as part of reportable diseases surveillance.
  - Conducting interviews about substance use and drug overdose with people who have HIV and HCV because these groups are at high-risk of injection drug use.

# Attachment E Expenditure Report



## Franklin County Public Health CDC OD2A Quarterly Financial Report (QFR)

SUB Grant Number: \_\_\_\_\_ Financial Report #: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Fiscal Contact Person: \_\_\_\_\_  
 Grantee Agency: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Total Award Amount: \$0.00 E-Mail Address: \_\_\_\_\_

Reporting Period: \_\_\_\_\_ 1 September 1 through November 30 Due: By December 10  
 (Check One) \_\_\_\_\_ 2 December 1 through February 28 Due: By March 10  
 \_\_\_\_\_ 3 March 1 through May 31 Due: By June 10  
 \_\_\_\_\_ 4 June 1 through August 31 Due: By September 10

Budget Category (Do not modify these categories)	Budget (Total Approved Grant Budget)	Expenditures This Quarter	Expenditures To Date (include current quarter)	Balance To Date
Personnel/Time Benefits				\$0.00
Consultant Cost				\$0.00
Equipment				\$0.00
Supplies				\$0.00
Travel				\$0.00
Other Expenses				\$0.00
Indirect Costs				\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Balance (Total Award Amount minus Expenditures To Date)</b>				<b>\$0.00</b>

I certify that this report is a true, accurate, and correct reflection of the actual expenditures for this grant and that funds were used solely for the grant as approved by the Program. I further certify that no occurrence of budgetary or commitment overlap has occurred during this quarter.

\_\_\_\_\_ Printed Name of Fiscal Agent                      \_\_\_\_\_ Signature, Authorized Fiscal Agent                      \_\_\_\_\_ Date

<b>** FOR DEPARTMENT OF HEALTH USE ONLY **</b>	
SIGNATURE OF GRANT MANAGER: _____	_____
Grant Manager	Date

Please remit this spreadsheet in its entirety to your agencies assigned point of contact via email.  
rev. 11.22.2019