

**COMMUNITY PARTNERSHIPS GRANT AGREEMENT
BETWEEN THE FRANKLIN COUNTY BOARD OF COMMISSIONERS
AND
COLUMBUS PUBLIC HEALTH DEPARTMENT**

This Grant Agreement is made and entered into by and between Franklin County Board of Commissioners, 373 South High Street, 26th Floor, Columbus, Ohio 43215 (hereinafter referred to as the “County”), and Columbus Public Health Department (hereinafter referred to as “Grantee”), 240 Parsons Avenue, Columbus, Ohio 43215.

BACKGROUND INFORMATION

- A. Tuberculosis is a communicable disease that poses health risks to the residents of Franklin County.
- B. The Franklin County Board of Commissioners wishes to ensure that all residents of Franklin County who have contracted or are considered high risk of contracting tuberculosis receive timely and effective treatment without undue barriers to access.
- C. Columbus Public Health Department provides oversight and intensive clinical case management for all active tuberculosis patients who reside in Franklin County.
- D. The Franklin County Board of Commissioners commends Columbus Public Health for its diligence in managing this disease throughout the Franklin County population and for pursuing efficiencies in managing program costs.
- E. The Franklin County Board of Commissioners, in recognition of the benefits to the residents of Franklin County, desires to support these activities pursuant to section 339.72 et. seq. of the Revised Code.
- F. This Grant Agreement is entered into pursuant to Resolution No. _____ of the Franklin County Board of Commissioners.

PROVISIONS

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

I. SCOPE OF SERVICE

Grantee shall perform the project services ("Project Services") in order to meet the objectives ("Objectives") as both are described in Exhibit A, attached hereto and incorporated into this Grant Agreement.

II. TERM OF AGREEMENT

This Grant Agreement shall be in force for the period January 1, 2024, through December 31, 2024.

III. COMPENSATION

- A. The County shall pay to Grantee a sum not to exceed the total of two-million two hundred fifty thousand dollars (\$2,250,000) for services rendered or performed related to the services pursuant to Section I of this Grant Agreement, except that the County reserves and shall have the right and options set forth in Section IV hereunder.
- B. The County shall not be obligated to compensate or reimburse Grantee for any expenses incurred for services rendered or performed outside of the term of this Grant Agreement as set forth in Section II hereof.

IV. CONDITIONS OF PAYMENT

Compensation as provided in this Grant Agreement shall be paid by County to Grantee pursuant and subject to the following requirements and conditions:

- A. Fifty percent of the grant amount, payment not to exceed one million one hundred twenty-five thousand (\$1,125,000), will be made to Grantee upon approval of the Grant Agreement by the Franklin County Board of Commissioners. The remaining grant amount one million one hundred twenty-five thousand (\$1,125,000) will be paid within thirty (30) days of submission of the Mid-Year Grant Report by Grantee to the County. County reserves the right to request accounting reports from the Grantee at any time during the grant period.
- B. Grantee agrees to submit to the County on a monthly basis a financial report of funds received, and the purpose/use for which the funds were expended. If the County finds that Grantee used these funds for any purpose not clearly a public purpose authorized by this Grant Agreement, the County may terminate this Grant Agreement and/or demand a refund of the unauthorized disbursements. County may suspend any payment during the investigation of whether funds were used for a proper public purpose.
- C. Grantee agrees that administrative overhead expenses will not exceed 5% of the total award amount.

V. REPORTING

Grantee agrees to submit to the County financial and performance reports pursuant to Section IV above and Exhibit A. Progress made in regards to the Performance Targets listed in Exhibit A should be highlighted in the performance reports. Mid-year financial and performance reports for the period of January 1, 2024, to June 30, 2024, will be due no later than July 31, 2024. Final financial and performance reports for the period of July 1, 2024, to December 31, 2024, will be due no later than January 31, 2025.

VI. TERMINATION OF GRANT AGREEMENT

- A. Termination of Grant Agreement for Cause. If, through any cause, Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Grant Agreement by giving written notice to Grantee and specifying the effective date of such action. Notice may be delivered electronically. In such event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports prepared by Grantee under this Grant Agreement shall at the option of the County, become its property and Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Grantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Grant Agreement by Grantee, and then the County may withhold payments to Grantee for the purpose of compensation until such time as the exact amount of damages due to the County by Grantee is determined. In addition, the County may recover funds that have already been disbursed to Grantee in the event of breach of the Grant Agreement by Grantee.

- B. Termination for Convenience of County. The County may terminate this Grant Agreement at any time by giving at least thirty (30) days' notice in writing, except no notice is required when Federal funds or Authority have been withdrawn. If the Grant Agreement is terminated by the County as provided herein, Grantee will be paid an amount which bears the same ratio to the total services covered by this Grant Agreement, less payment of compensation previously made; provided, however, that if less than six percent of the services covered by this Grant Agreement have been performed upon the effective date of such termination the County shall reimburse actual out-of-pocket expenses (not otherwise reimbursed under the Grant Agreement) incurred by Grantee during the Grant Agreement period which are directly attributable to the uncompleted portion of services covered by this agreement. If this Grant Agreement is terminated due to the fault of Grantee, Paragraph A hereof relative to termination shall apply.
- C. Termination Close-out Reports. Grantee agrees to submit to the County a close-out report, final invoice, and/ or settlement payments not later than ninety (90) days following the termination of this Grant Agreement, notwithstanding cause.

VII. SEVERABILITY

The provisions of this Grant Agreement 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. RECORDS

- A. Grantee shall maintain accounts and records, including personnel, client, property, and financial records, adequate to identify and account for all costs pertaining to the Grant Agreement and such other records as may be deemed necessary by the County for a period of four years following the term of the Grant Agreement. If any legal action has commenced prior to the expiration of the four-year period, the records shall be retained for a period of four (4) years after the completion of the action and resolution of all issues which arise from it, or until the end of the original four-year period, whichever is later .
- B. All disbursements made for this Grant Agreement shall be only for obligations incurred in the performance of the Grant Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate to support such disbursements. All disbursements for the Grant Agreement shall be for obligations incurred only after the effective date of this Grant Agreement unless specific authorization for prior disbursements has been given in writing by the County.

IX. AUDITS AND INSPECTIONS

- A. The County may, at its discretion, conduct a full audit of all transactions involving this Grant Agreement on an annual basis or upon termination of this Grant Agreement to determine if Grantee has used the funds solely for the purposes set-forth in this Agreement and for no un-allowed purposes. In the event that the final audit reveals that Grantee owes the County additional funds, Grantee shall reimburse the County within (90) ninety days following the final determination on the audit.
- B. At any time during normal business hours and as often as the County may deem necessary, Grantee shall make available to the County, for examination, all of its records with respect to all matters covered by this Grant Agreement. The County may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Grant Agreement.

X. CHANGES

This Grant Agreement and its exhibits and schedules and any documents referred to herein or annexed hereto constitutes the entire agreement between the parties. This Grant Agreement shall not be changed, modified, terminated, or amended except by a writing signed by a duly authorized officer of each party to this Grant Agreement. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of Commissioners.

XI. INDEMNIFICATION

Each party to this Grant Agreement agrees that it will be solely responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risks and liabilities to itself, its agents, and its employees for any injury or death to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this Grant Agreement.

XII. NON-DISCRIMINATION CLAUSE

Grantee agrees that in the hiring of employees for the performance of work under the agreement, Grantee shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates. That Grantee or any person acting on behalf of Grantee, 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, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity.

- A. By the signature affixed on this agreement, Grantee certifies compliance with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination/Equal Opportunity.
- B. 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 Ohio Department of Development.

XIII. LOBBYIST/CONSULTANT DECLARATION FORM

In order to maintain transparency in the County procurement process, each Grantee is required to list the name, company and address of any lobbyist or consultant that assisted them with the Community Partnership application which they are now submitting to the County for their consideration for an award. The information should be provided utilizing Exhibit A-2. If more than one Lobbyist or Consultant provided assistance, then the Grantee should provide one Exhibit A-2 for each one.

XIV. ACKNOWLEDGEMENT OF SUPPORT

Where possible, all publicity releases, informational brochures, printed programs, publications, and public reports pertaining to the approved funding subsidy must acknowledge support by inclusion of the Franklin County logo and/or in substantially the following form:

"This program (project, publication, etc.) was financially assisted by the Franklin County Board of Commissioners."

XV. GRANTEE'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY

- A. Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any entity against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Grant Agreement, Grantee warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24.
- B. If, after the Grant Agreement is awarded, it is determined that an "unresolved" finding for recovery had been issued against Grantee prior-to the award, the Grant Agreement shall be void. Grantee understands that Grantee shall be responsible to the County for any expenditure against the Grant Agreement.

XVI. SUSPENSIONS AND DEBARMENTS

The Grantee states that it has not been suspended or debarred from doing business with the State of Ohio and is not listed on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

XVII. LEGAL COMPLIANCE

Grantee agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Grant Agreement including applicable state and federal laws regarding drug-free workplaces. Grantee has complied with all zoning regulations to operate at the location provided to the County. Grantee accepts full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work specified in this Grant Agreement. County may terminate the Agreement immediately for any breach of this paragraph

XVIII. INDEPENDENT STATUS OF THE CONTRACTOR

- A. The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents while performing under this Grant Agreement and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- B. Grantee shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind.

XIX. WORKERS' COMPENSATION COVERAGE

Grantee shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

XX. ETHICS

The Grantee and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Grantee or employee who violates any of these laws will be subject to penalties set forth by law.

XXI. CONSENT TO ASSIGN

Grantee will not assign any of its rights under this Grant Agreement unless the County consents to the assignment in writing, including any assignment through a merger or other corporate reorganization. Any purported assignment made without County's written consent is void and may be subject to termination of the agreement. The County may assert against an assignee any claim or defense County may have against the assignor.

XXII. SURVIVORSHIP

All sections herein relating to payment, indemnification, publicity, limitations of warranties and limitations on damages shall survive the termination of this agreement.

XXIII. EXTENSIONS

The County at its discretion may authorize and provide notice of a no-cost extension of the Term of Agreement under Section II in order for the Grantee to perform the Project Services. Notice may be delivered electronically.

XXIV. CYBER BREACH

Grantee shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into Grantee's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on Grantee's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the County's management systems, databases, and County information and data. Grantee will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Grantee shall notify the County, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the County with regard to disbursement of payments or access to County systems, networks, data, or information. Failure by Grantee to provide this notification shall be a breach under the Agreement. Grantee shall be liable for all costs and damages to the County related to or arising from the breach of Grantee's telecommunications systems, networks, or computer systems. Grantee shall provide the County a historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in Grantee's system.

XXV. PUBLIC RECORDS

With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by the Grantee, shall be considered a public record. In the event the County receives any request for any information received as part of this agreement the County will immediately take steps to release the information to the requesting party applying the standards as set forth by the Ohio Revised Code.

XXVI. HEADINGS

The headings used in this Grant Agreement are for convenience only and will not affect the interpretation of any of the Grant Agreement terms and conditions.

XXVII. PROHIBITION AGAINST POLITICAL AND RELIGIOUS ACTIVITY.

Grantee shall not use any funds provided under the Grant Agreement for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities, or services.

XXVIII. SIGNATURES

This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed originals. The undersigned warrant their authority to execute this Agreement.

Exhibit A

Listed below are those Objectives (i.e., Outcomes, Activities, and Outputs) upon which success of the grantee's performance will be evaluated under the terms of the Contract described in Section I. Scope of Service. Mid-year and Final Financial and Performance Reports must be submitted to the County as required in Section V. Reporting must address progress on these Outcomes.

Program Outcome Goal #1:

For contacts to sputum AFB smear-positive TB cases newly diagnosed with latent TB infection in 2024, increase the proportion who complete treatment to 93%.

Performance Measurement #1

Indicator: Proportion of TB contacts who complete treatment for latent TB infection.

Performance data for this goal will be included in the monthly report starting in 2024.

Outcome Measurement #1:

Calculation: $[\text{Number of contacts that completed LTBI treatment} / \text{Cohort}] \times 100$.

Data sources: NextGen (current electronic health record), external hospital electronic health records

Program Outcome Goal #2:

For TB patients aged 12 years or older with a pleural or respiratory site of disease reported in 2024, increase the proportion of patients who have a sputum culture result or nucleic acid amplification test reported to 99%.

Performance Measurement #2:

Indicator: Proportion of TB patients aged 12 years or older with a pleural or respiratory site of disease who have a sputum culture result or a nucleic acid amplification test reported.

Outcome Measurement #2:

Calculation: $[\text{Number of TB patients aged 12 years or older with a pleural or respiratory site of disease} / \text{Cohort}] \times 100$. Data source: NextGen (current electronic health record), external hospital electronic health records

Program Outcome Goal #3:

Increase the proportion of TB patients with positive acid-fast bacillus (AFB) sputum-smear results who initiated treatment within 7 days of specimen collection to 98.0% by December 31, 2024.

Performance Measurement #3:

Indicator: Percent of TB patients with positive AFB sputum-smear result who initiated treatment within 7 days of specimen collection.

Outcome Measurement #3:

[Calculation: $\text{Number of TB patients with positive AFB sputum-smear results who initiated treatment within 7 days of specimen collection} / \text{Cohort}] \times 100$

Data Sources: Ohio Disease Reporting System, NextGen (current electronic health record), external hospital electronic health records

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals this

_____, 2024.

Columbus Public Health Department

Franklin County Board of Commissioners

Mysheika Williams Roberts, M.D.
Health Commissioner
Columbus Public Health Dept.
240 Parsons Avenue
Columbus, OH 43215

Kenneth N. Wilson, County Administrator
Franklin County Board of Commissioners
373 South High Street, 26th Floor
Columbus, Ohio 43215

Columbus Board of Health

Board of Health
Columbus Public Health Department
240 Parsons Avenue
Columbus, OH 43215

Approved as to form:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney