

**Attachment 2C**  
**Pass-Through Entity Approval**

THE STATE OF TEXAS       §

COUNTY OF HARRIS       §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with the following members present:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent:

\_\_\_\_\_,  
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING AN AGREEMENT BETWEEN  
HARRIS COUNTY AND BAYLOR COLLEGE OF MEDICINE  
Relating to Opioid Prevention Training**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:


**IT IS ORDERED** that the County Judge is authorized to execute an Agreement between Harris County, acting on behalf of Harris County Public Health, and Baylor College of Medicine in the maximum amount of \$50,000.00 (Fifty Thousand Dollars). The Agreement is attached hereto and incorporated herein as if set out in full word for word. Harris County is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

## FDP Fixed Amount Subaward Agreement

<b>PASS-THROUGH ENTITY (PTE)</b>		<b>SUBRECIPIENT</b>	
Name: <b>County of Harris</b>		Name: <b>Baylor College of Medicine</b>	
Principal Investigator (PI): <b>Asha Moore</b>		Principal Investigator (PI): <b>Alicia Kowalchuk, D.O.</b>	
Federal Award No: <b>1NU17CE924976-01-00</b>	FAIN: <b>NU17CE924976</b>	Federal Awarding Agency: <b>Centers for Disease Control</b>	
Federal Award Issue Date: <b>08/12/2019</b>	Total Amount of Federal Award <b>\$2,079,506</b>	CFDA No: <b>93.136</b>	CFDA Title: <b>Injury Prevention and Control Research and State and Community Based Programs</b>
Project Title: <b>Harris County Opioid Surveillance and Prevention</b>			
<b>Subaward Period of Performance</b> <b>09/01/2022 – 08/31/2023</b>	<b>Amount Funded This Action:</b> <b>\$50,000</b>	<b>Subaward Number:</b>	
Estimated Project Period (if incrementally funded) <b>09/01/2022 – 08/31/2023</b>	Incrementally Estimated Total: <b>N/A</b>	Is this Award R & D? <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Attachment 4) <input type="checkbox"/> Subject to FFATA (Attachment 3B) <input checked="" type="checkbox"/> Cost Sharing (Attachment 5) Carry Forward Automatic (up to 10%): <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No			

### Terms and Conditions

- 1) PTE hereby awards a fixed amount Subaward (as determined by 2 CFR 200.330) to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable and milestone payment amount, Subaward number, and certification as required by as required in 2 CFR 200.415 (a). Invoices that do not reference PTE purchase order number shall be returned to PTE's Financial Contact as shown in Attachment 3A.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact as shown in Attachment 3A NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) Upon receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's PI, as shown in Attachments 3A and 3B.
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- 7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) ☒ Bilaterally, or ☐ Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
- 8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 9) Either party may terminate this subaward with thirty (30) days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- 10) By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTC's") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of PASS-THROUGH ENTITY:		By an Authorized Official of SUBRECIPIENT:	
		 1/17/2023	
Name:	Date	Name: Leanne Scott, PhD	Date
Title:		Title: Executive Director, Sponsored Programs	

59238-N3

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

<b>Attachment 2</b> Certifications and Assurances
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**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement that neither it 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.

**Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

<b>Attachment 2A</b> <b>Federal Award Terms and Conditions</b>
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Copy of award notice (see following pages)

**Special terms and conditions:**

1. Copyrights  
Subrecipient ☐ grants / ☒ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights  
Subrecipient grants to PTE the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. Carry Forward  
If No is checked on page 1 then Carry Forward requests must be sent to Pass-Through Entity's Principal Investigator, as shown in Attachment 3 not less than thirty (30) days prior to the desired effective date of the requested change.
4. PHS Regulations on Financial Conflicts of Interest  
Subrecipient agrees that it has a conflict of interest policy which conforms to the requirements of regulations set forth in 45 CFR Part 94 and 42 CFR Part 50, Subpart F and agrees to disclose to Pass-Through Entity (PTE) any financial conflicts of interest related to this award for Investigator(s) covered under this Subaward Agreement; Investigator(s) herein shall be defined as anyone responsible for the conduct, design and reporting of the research. If a financial conflict of interest exists, Subrecipient agrees that prior to the expenditure of funding to provide to PTE a management plan that clearly states that such conflict has been managed, reduced or eliminated. Subrecipient further agrees to notify PTE as soon as possible of any new discovery or awareness of an identified financial conflict of interest, along with a management plan of such conflict, to allow PTE to properly report the conflict.
5. Research Involving the use of Humans or Animals  
Subrecipient agrees to attach Protocol Approval to the end of this Agreement if performing Animal or Human subject related research.

**Attachment 2B**  
**Additional Terms and Conditions**

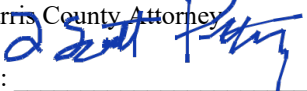
Limitation. Prior to execution of the Agreement, County has advised Baylor College of Medicine, and Baylor College of Medicine clearly understands and agrees, such understanding and agreement being of the absolute essence to the Agreement, that County has available the **total maximum sum of \$50,000.00** (Fifty Thousand and No/100 Dollars) specifically allocated to discharge any and all liabilities that County may incur, including any and all cost for any and all things or purposes, inuring under or out of the Agreement, irrespective of the nature thereof and notwithstanding any word, statement, or thing contained hereon or inferred from the provision of Agreement that might in any light by any person be interpreted to the contrary. When and if all the funds certified are expended for the purpose of satisfying the County's obligations under the terms and provision of the Agreement, the sole and exclusive remedy of Baylor College of Medicine shall be to terminate the Agreement.

The Parties agree that the Subrecipient provided the same services as specified in this Agreement, between September 1, 2022, through January 31, 2023, and as full compensation for rendered services, the County agrees to pay an amount not to exceed Twenty Thousand Nine Hundred Eighty-Nine and No/Dollars (\$20,989.00). Subrecipient understands and agrees that this compensation is part of, not in addition to, the Fifty-Thousand and No/Dollars (\$50,000.00) stipulated in "Amount Funded This Action" section on Page 1 of this Agreement.

Jurisdiction and Venue. Exclusive venue for any action in relation to this Agreement shall be in Harris County, Texas. This Agreement shall be governed by the laws of the State of Texas.

Approval. This Agreement shall be of no force of effect until and unless approved in writing by the Executive Director of Harris County Public Health or her designee.

APPROVED AS TO FORM:  
CHRISTIAN D. MENESEE  
Harris County Attorney


By:   
T. Scott Petty  
Assistant County Attorney  
CAO File No. 22GEN4219

**HARRIS COUNTY, TEXAS**


by: \_\_\_\_\_  
LINA HIDALGO  
County Judge

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

Approved:

  
\_\_\_\_\_  
BARBIE L. ROBINSON, MPP, JD, CHC  
Executive Director  
Harris County Public Health  
Date Signed: 1/19/2023

**BAYLOR COLLEGE OF MEDICINE**

By:   
\_\_\_\_\_  
Print Name: Leanne B. Scott, Ph.D.  
Title: Executive Director Sponsored Programs  
Date Signed: 1/17/2023

<b>Attachment 3A</b> <b>Pass-Through Entity Contacts</b>
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Name:	County of Harris
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Address:	1001 Preston St. Houston, TX 77002-1839
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**Administrative Contact**

Name:	Barbie Robinson, MPP, JD, CHC Executive Director
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Address:	1111 Fannin St
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City:	Houston	State:	TX	Zip:	77002
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Telephone:	832-927-7500	Fax:	832-927-0237	Email:	Barbie.Robinson@phs.hctx.net
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**Principal Investigator**

Name:	Ericka Brown, MD, MBA, FACHE Division Director, Community Health and Wellness
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Address:	1111 Fannin St
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City:	Houston	State:	TX	Zip:	77002
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Telephone:	713-408-0775	Fax:		Email:	Ericka.brown@phs.hctx.net
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**Financial Contact**

Name:	Richard Williams Deputy Chief Financial Officer – Grants and Audits
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Address:	1111 Fannin Street
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City:	Houston	State:	TX	Zip:	77002
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Telephone:	832-927-7414	Fax:		Email:	Richard.williams@phs.hctx.net
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**Authorized Official**

Name:	Judge Lina Hidalgo
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Address:	1001 Preston, Suite 900
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City:	Houston	State:	TX	Zip:	77002
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Telephone:	713-274-8506	Fax:		Email:	
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**Attachment 3B**  
**Subrecipient Contacts**

Name:	<b>Baylor College of Medicine</b>			
Address:	One Baylor Plaza, MS BCM310			
City:	Houston	State:	TX	Zip + 4: 77030-3411
EIN No.:	1741613878A1	Institution Type:	Private Inst Higher Ed	
Is the Performance Site Address the Same Address as Above? No				
If no, is the Performance Site Address the same as the PI address below? Yes				
If not to both questions, please complete Performance Site address below.				
Subrecipient currently registered in SAM? Yes		Parent DUNS No.: 05111330		
Is Subrecipient exempt from reporting compensation? Yes		Congressional District: TX-009		
If no, please complete Executive Compensation below.				

**Administrative Contact**

Name:	Subaward Team			
Address:	One Baylor Plaza, MS BCM310			
City:	Houston	State:	TX	Zip: 77030-3411
Telephone:	713-798-1297	Fax:	Email: <a href="mailto:subaward@bcm.edu">subaward@bcm.edu</a>	

**Principal Investigator**

Name:	Alicia Kowalchuk, D.O.			
Address:	3701 Kirby Drive, Suite 600			
City:	Houston	State:	TX	Zip: 77098-3926
Telephone:	713-798-4491	Fax:	832-787-1307	Email: <a href="mailto:aliciak@bcm.edu">aliciak@bcm.edu</a>

**Financial Contact**

Name:	Chryll Batiste			
Address:	One Baylor Plaza, MS BCM206			
City:	Houston	State:	TX	Zip: 77030-3411
Telephone:	713-798-4369	Fax:	Email: <a href="mailto:post_award@bcm.edu">post_award@bcm.edu</a>	

**Authorized Official**

Name:	Leanne B. Scott			
Address:	One Baylor Plaza, MS BCM310			
City:	Houston	State:	TX	Zip: 77030-3411
Telephone:	713-798-1297	Fax:	Email: <a href="mailto:subaward@bcm.edu">subaward@bcm.edu</a>	

**Performance Site**

Name:	Baylor College of Medicine			
Address:	3701 Kirby Drive, Suite 600			
City:	Houston	State:	TX	Zip + 4: 77098-3926
Telephone:	713-798-4491	Fax:	832-787-1307	Email: <a href="mailto:aliciak@bcm.edu">aliciak@bcm.edu</a>
DUNS:	05111330	Congressional District: TX-009		

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if-- (i) the entity in the preceding fiscal year received-- (I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is Subrecipient exempt from reporting executive Compensation? ☒ Yes ☐ No

If no, complete the information below.

Officer 1 Name:	Officer 1 Compensation:
Officer 2 Name:	Officer 2 Compensation:
Officer 3 Name:	Officer 3 Compensation:
Officer 4 Name:	Officer 4 Compensation:
Officer 5 Name:	Officer 5 Compensation:

<b>Attachment 4</b> <b>Reporting Requirements</b>
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Pass-through Entity will check all that apply that the Subrecipient will agree to:

- ☐ A Final technical/progress report will be submitted to the Pass-through Entity's PI identified in Attachment 3 within 90 days after the end of the period of performance.
- ☐ Monthly technical/progress reports will be submitted to the Pass-through Entity's PI identified in Attachment 3, within 90 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's PI identified in Attachment 3.
- ☐ Technical/progress reports on the project as may be required by Pass-through Entity's PI in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- ☐ Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ **Other Reports:**
  - ☐ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted 60 days after the end of the Project Period to the PTE's Administrative Contract.
  - ☐ In accordance with 37 CFR 401.14 Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
  - ☐ Property Inventory Report (only when Required by Federal Awarding Agency), specific requirements below.
- ☐ **Other Special Reporting Requirements:**



**Attachment 5**  
**Statement of Work – Cost Sharing - Budget**

**Statement of Work:**

Baylor College of Medicine (BCM) will serve as content experts for professional and layperson opioid overdose prevention training development and help with training delivery to assist the County in building a comprehensive surveillance system that can generate community level profiles of substance misuse within the community.

BCM will develop an asynchronous, modular course for primary care, an 'X-Waiver Primer for Primary Care Clinicians' to train the Harris County primary care workforce in providing office-based opioid use disorder treatment (OBOT) and assist in tracking relevant metrics to show impact. The course will be hosted online by Doctors for Change (DFC) which will also obtain CME for the course, and BCM will assist DFC in these efforts, eg providing learning objectives and course faculty credentials for obtaining CME. The course will be developed at BCM by Dr. Alicia Kowalchuk, a board-certified physician in both addiction and family medicine, an experienced OBOT trainer, and who has in-depth knowledge of local formal and informal networks of OBOT providers. Dr. Kiara Spooner, an experienced qualitative and quantitative researcher, educator, epidemiologist, and Certified Health Education Specialist will reach out to those Harris County clinicians completing the course for follow-up with academic detailing.

**Cost Sharing:**      ☐ Yes: Amount \$ \_\_\_\_\_      ☒ No

**Milestone Details:**

PTE will be invoiced monthly in equal increments starting 30 days following the execution of this Subaward.

**Attachment 6**  
Notice of Award

- ☒ The following pages include the Notice of Award and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating NOA or any additional documentation to this Subaward.