



Ohio Department of Rehabilitation and Correction

11-314

 Division of Parole and Community Services
 770 West Broad Street
 Columbus, OH 43222

John R. Kasich, Governor

www.drc.ohio.gov

Gary C. Mohr, Director

June 24, 2011

Anne Connell-Freund, Executive V.P. of Operations
 Summit County CBCF
 P.O. Box 1501
 Akron, OH 44309

Dear Ms. Connell-Freund:

I am pleased to inform you that the Summit County FY 2012 Community-Based Correctional Facility Subsidy Grant Addendum in the amount of \$5,395,000.00 has been approved and signed by Director Gary C. Mohr of the Ohio Department of Rehabilitation and Correction. Enclosed is a copy of the executed FY2012 agreement between your county and the Department of Rehabilitation and Correction.

Your grant agreement was approved to expend funds in the following budget categories:

COST CATEGORY

FY 2012

Personnel	\$3,880,153.00
General Operating Expenses	\$1,325,379.00
Program Expenses	\$188,468.00
Equipment	\$1,000.00
TOTAL	\$5,395,000.00

A budget revision will be required for any changes in funding amounts or expenditures among approved budget categories. If I can be of further assistance, or if you have any questions regarding the attached material, please do not hesitate to contact this office.

Sincerely,

Christopher Galli, Assistant Chief
 Bureau of Community Sanctions

C: DPCS Business Office
 File

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

SUBSIDY GRANT AGREEMENT

FOR COMMUNITY-BASED CORRECTIONAL FACILITIES AND PROGRAMS

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community-Based Correctional Facility and Programs, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5120.11.2 et seq. of the Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

NOW THEREFORE this Grant Agreement is made and entered into this 23rd day of June, 2011 by and between the State of Ohio, Department of Rehabilitation and Correction (DRC), Division of Parole and Community Services (DPCS), Bureau of Community Sanctions, (BCS) (hereinafter referred to as Grantor) and the undersigned Facility Governing Board of Summit County Ohio, (hereinafter referred to as Grantee), pursuant to authority in section 5120.112 et seq. of the Ohio Revised Code.

A. TERMS AND CONDITIONS:

- 1) The Grantor awards to the Grantee the sum of Five Million, Three Hundred Ninety-Five Thousand Dollars, (\$5,395,000.00) to be paid in four equal installments of \$1,348,750.00 for the period beginning with the effective date of this agreement and ending June 30, 2012 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2012. Total expenditures for Fiscal Year 2012 (July 1, 2011 to June 30, 2012) will not in any case exceed \$5,395,000.00.
- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Residential Programs subsidy budget amount for Fiscal Year 2012. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by the Grantor. The modified amount shall be determined solely by the Grantor officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2012 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. §126.07 of the Revised Code.

- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event, in compliance with division (D) of section 2301.51 of the Revised Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a Department of Rehabilitation and Correction financial audit.
- 4) The Grantee agrees to effect the program as outlined in the grant program manual and the proposal submitted by the Grantee, and approved by the Grantor incorporated herein by reference. The facility's positions, salaries and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used, are those set out in the proposal.
- 5) The grantee agrees that the program and facility shall comply with all of the standards of operation prescribed by the department under section 5120.111 of the Revised Code.
- 6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or dispute which arises out of or relates to this Agreement, or any breach of this Agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution. If controversy or dispute involves significant fiscal and/or programmatic issues, appeal may be made to the Assistant Director of the Department of Rehabilitation and Correction.
- 7) The fiscal agent designated to act on behalf of the Grantee is the County Director of Finance and Budgets. The program's tax identification number is 34-6002767.
- 8) Quarterly payments will be made by the Grantor by way of electronic fund transfer to the designated public entity. This process will continue until the total grant award has been expended.
- 9) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community-Based Correctional Facility Program Grant Manual." These guidelines are incorporated herein by reference.
- 10) The Grantee agrees to provide for services as required by state standards and or policy and procedure. The Grantee shall complete and maintain the American Correctional Association (ACA) Accreditation process during the grant period unless a waiver is granted from the Grantor.
- 11) This agreement may not be assigned or transferred by either party.

- 12) The Grantee shall remain responsible for all services performed under this Agreement. Purchases made with state funds shall be in accordance with all applicable county/state competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event that such change or reduction is approved, the Grantee may make appropriate changes in funding. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 13) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the facility and program are employees of the facility and program.
- 14) The program will make a reasonable effort to augment the funding received by the state.
- 15) This agreement supersedes any prior grant agreement for Community-Based Correctional Facility grant funding executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.
- 16) The Grantee understands that the collection and review of reports required by the Grantor to substantiate the proper use of grant monies does not incur a business associate relationship as contemplated and defined by the Health Insurance Portability and Accountability Act.

B. PROGRAM EVALUATION:

- 1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
- 2) The Grantee shall maintain internet access for data transmission into the Grantor's management information system.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted to the Department of Rehabilitation and Correction within ten (10) days after the end of each quarter.
- 4) The Grantee shall prepare a final year-end financial **AND ANNUAL AUDITOR OF STATE** report to the Grantor. The report shall be submitted to the Department of Rehabilitation and Correction by October 10th of the following fiscal year.
- 5) Failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C. COMPLIANCE:

- 1) The grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction and the Auditor of State in carrying out an ongoing evaluation of subsidy funded Community-Based Correctional Facility programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

Executive Order 2007-09S restricts the use of public funds for food-related expenses. In order to comply, utilization of state grant funds to purchase food and meal related products are prohibited for anyone other than resident offenders. This includes, but is not limited to recognition events, staff retreats and retirement parties, committee meetings, training sessions and working lunches, ACA audit meetings, graduation and other recognition ceremonies, and offender group events. This does not include reimbursement for food purchases made in compliance with travel expense guidelines. This restriction is not intended to prohibit the ability of agencies to provide meals on-site for staff if staff purchases said meals.

- 3) All contracts by the Grantee with private vendors for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the **GOVERNING BOARD** before their implementation.

A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions at its request.

Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) It has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2011-03K is available for review at <http://governor.ohio.gov/executiveorders.aspx>.

4) Failure of the Grantee to comply with the rules of Chapter 5120:1-14 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the grant agreement terminated by the Department of Rehabilitation and Correction if:

- a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
- b. There is a financial or audit disclosure involving misuse of state funds.

The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

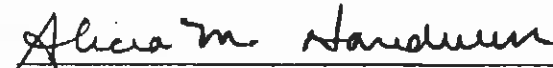
- 5) The grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. if the warranty is deemed to be false, the contract is void *ab initio* and the grantee must immediately repay to the attorney general any funds paid under this agreement.
- 6) The grantee agrees to provide and maintain appropriate levels of insurance coverage that includes, at a minimum, property, building and general liability.

D. PROGRAM CONTINUATION:

- 1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2) This agreement shall be governed by the laws of the State of Ohio. It constitutes the entire agreement between the parties regarding its subject matter.
- 3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

- 4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

FOR THE GRANTOR:



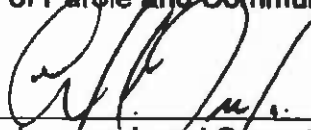
Alicia M. Handwerk, Chief
Bureau of Community Sanctions

6-13-11
Date



Sara Andrews, Deputy Director
Division of Parole and Community Services

06-20-2011
Date



Andre Imbrogno, Legal Counsel
Department of Rehabilitation and Correction

6-21-11
Date



Gary C. Mohr, Director
Department of Rehabilitation and Correction

6/23/11
Date

FOR THE GRANTEE:

It is hereby certified that the Facility Governing Board has properly agreed to the terms of this agreement.



Chairperson, Facility Governing Board

06.07.11
Date