

EXHIBIT A

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

G-1213-06-0242

11-303

RECITALS:

This Subgrant Agreement between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Summit County Juvenile Court (hereinafter referred to as "SUBGRANTEE"), and the Summit County Board of Commissioners (hereinafter referred to as "COMMISSIONERS") is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE and COMMISSIONERS. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement.

The Subgrant is made pursuant to the following federal award: Title IV-E-Foster Care, CFDA number 93.658, award number 75-5-1545, which was awarded under Title IV-E of the Social Security Act by the United States Department of Health and Human Services. This Subgrant Agreement is not for research and development purposes.

DEFINITIONS

- A. For the purposes of this Subgrant Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal control," "management decision," "non-profit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in section §_105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- B. For the purposes of this Subgrant Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "subgrantee," "supplies," "suspension," and "termination" have the same meanings as provided in 45 CFR Part 92.

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

A. **Purpose of the Subgrant Agreement:**

The purpose of this Agreement is to allow SUBGRANTEE to administer programs under Title IV-E of the Social Security Act (hereinafter "Title IV-E") in accordance with all applicable laws, including but not limited to rules or regulations promulgated by the federal government, Chapter 2151 of the Ohio Revised Code ("ORC"), the Ohio Rules of Juvenile Procedure, and rules adopted by ODJFS related to Title IV-E and related fiscal reimbursement and auditing rules and procedures. ODJFS hereby recognizes SUBGRANTEE as a unit of government, within the meaning of 42 United States Code ("USC") 672(a) (2), which has responsibility for the placement and foster care of children within the State of Ohio and within Summit County.

B. **Responsibilities and Activities of Subgrantee:**

In order to receive Title IV-E funding under this Subgrant Agreement, SUBGRANTEE will perform in compliance with the following provisions:

1. As a unit of government with responsibility for the placement and foster care of children, SUBGRANTEE will exercise the authority granted under ORC Chapter 2151 and the Ohio Rules of Juvenile Procedure to render adjudicatory and dispositional judicial determinations for children within the jurisdiction of SUBGRANTEE to supervise the implementation of such determinations, as necessary, and to perform any other duties that may be required of it under Title IV-E.
2. As a further condition precedent to the receipt of foster care maintenance payments on behalf of a child who meets the requirements of ARTICLE I, Section B, Paragraph 5, below, SUBGRANTEE agrees that during the period of time in which SUBGRANTEE has responsibility for the placement and care of the child, SUBGRANTEE will comply with all applicable federal laws and regulations, state laws and rules relevant to the Title IV-E program, including but not limited to:

- a. Substitute Care;
 - b. Supportive Services;
 - c. Indian Child Welfare;
 - d. Interstate Placement;
 - e. Case Plan; and
 - f. Case Review.
3. SUBGRANTEE agrees that it will not deliberately adjudicate a child unruly or delinquent for the sole purpose of receiving Federal Financial Participation (FFP) under this Subgrant Agreement. FFP is a federal match of expenditures deemed necessary to support "efficient and effective" administration of the Medicaid program under Title IV-E. SUBGRANTEE agrees it will not place into the legal responsibility of the county child welfare agency any child who it adjudicates to be unruly or delinquent unless SUBGRANTEE finds, and explicitly states such findings and reasons therefore in its dispositional order, that such legal custody is in the child's best interest. SUBGRANTEE further agrees that it will not adjudicate a child to be dependent, neglected, or abused who it would otherwise adjudicate to be delinquent or unruly, solely for the purpose of placing that child into the legal responsibility of the county public children services agency ("PCSA").
4. SUBGRANTEE agrees to allow ODJFS to periodically assess and monitor SUBGRANTEE's adherence to the requirements of ARTICLE I:
- a. Within sixty (60) days of the completion of any such assessment, ODJFS agrees to produce and submit a written report on its findings to SUBGRANTEE.
 - (1) Within sixty (60) days of the receipt of the report, SUBGRANTEE agrees to file a written response to ODJFS noting areas of disagreement. The response will include a corrective action plan to remedy, within ninety (90) days, any deficiencies noted in the assessment with which SUBGRANTEE concurs. In the event that SUBGRANTEE disagrees with any portion, it agrees to note the areas of disagreement in its response and state its reasons why.
 - (2) Within thirty (30) days of the receipt of SUBGRANTEE's response, ODJFS will inform SUBGRANTEE, in writing, of its final determination related to the matters in dispute.
 - (3) SUBGRANTEE agrees to accept the decision of ODJFS as final and binding, and further agrees to develop and implement, within thirty (30) days of the final decision, a written corrective action plan to remedy any final deficiencies within ninety (90) days of the final decision.
 - b. SUBGRANTEE expressly agrees to immediately take action to refund to ODJFS any FFP that ODJFS deems unallowable as a result of the performance deficiencies noted in the assessment.
 - c. ODJFS agrees to provide SUBGRANTEE with technical assistance necessary to develop and implement a corrective action plan. ODJFS expressly agrees that nothing herein will be interpreted or otherwise construed as permitting ODJFS to substitute its judgment for any judicial determination of fact, law, or disposition made by SUBGRANTEE in the exercise of its powers and duties.
5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred by SUBGRANTEE for an adjudicated child placed in foster care provided that all of the following elements are present:

- a. The child for whom reimbursement is sought has been adjudicated by SUBGRANTEE to be unruly or delinquent.
- b. The child for whom reimbursement is sought has been determined to be eligible for FFP.
- c. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by ODJFS or by another state agency described in ORC Chapter 5103.02 and who ODJFS further recognizes as a placement that qualifies for Title IV-E maintenance FFP. Such a foster care facility will meet all federal requirements for Title IV-E reimbursement and does not include any public facility that accommodates more than twenty-five (25) children, nor any detention facility, forestry camp, training school, or other facility operated primarily for the detention of children who have been determined to be delinquent.
- d. The foster care maintenance cost claimed for reimbursement has been made solely with local or state funds, has been made in accordance with Title IV-E foster care rate ceilings as prescribed by ODJFS and in effect at the time the placement cost was incurred, and will not be claimed to any other federal reimbursement source.
- e. As described in ORC Chapter 2151.419, SUBGRANTEE has journalized a dispositional order finding that reasonable efforts were made to prevent the removal of a child from his or her home or to make it possible for a child to return home, where such efforts were feasible. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, SUBGRANTEE hereby expressly acknowledges that any decision to pursue any such reasonable efforts must, of necessity, be solely governed by SUBGRANTEE's determination of what actions are in the best interest of the child, and not a desire to remove the child into placement for the purpose of detention, restraint, or punishment.
- f. The placement chosen for the child is in the least restrictive setting, is in close proximity to the child's family, and is consistent with the best interest of the child.
- g. SUBGRANTEE has developed and implemented a case plan for the child as required by ORC 2151.412.
- h. As applicable, SUBGRANTEE has conducted the periodic review of the child's case plan, placement or custody agreement as required by ORC 2151.416 and 2151.417, 42 USC 675 (5) (A), and has incorporated any findings of that review into the child's case plan.
- i. SUBGRANTEE has referred the child's case to the county child support enforcement agency ("CSEA"), whenever appropriate.
- j. SUBGRANTEE has conducted all dispositional hearings required by ORC 2151.354 and 2152.11.
- k. SUBGRANTEE has entered into a dispositional order that:
 - (1) Places the child into the custody of a probation officer employed by SUBGRANTEE and has explicitly stated in the order that SUBGRANTEE has assumed full responsibility for the placement and care of the child;
 - (2) Commits the child into the temporary or permanent custody of SUBGRANTEE.
- l. In the case of a child who has been adjudicated to be a delinquent, SUBGRANTEE has entered into a dispositional order explicitly and expressly stating that SUBGRANTEE, with the entry of such order, has assumed full and direct responsibility for the placement and care of the child.

6. SUBGRANTEE may seek reimbursement for foster care maintenance costs for children who have not yet been adjudicated, but for whom SUBGRANTEE has assumed legal responsibility for the care and custody, provided that the requirements of ARTICLE I, Section B, Paragraph 5, Subsections (b), (c), and (d), and, where applicable, regulations listed in Section B, Paragraph 2 have been followed.
7. The Title IV-E agency that has placement and care responsibility for the child may receive reimbursement for that child's placement and care costs. SUBGRANTEE agrees that in those instances in which a child is committed to its legal custody and/or care and placement responsibility from the legal custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE will affirmatively act to coordinate the performance of its duties with such Title IV-E agency who formerly held legal custody and/or care and placement responsibility of such child. When a child is in the custody and/or care and placement responsibility of SUBGRANTEE and subsequently court ordered to the custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE agrees that only the Title IV-E agency that has the most recent court ordered legal responsibility for the child may bill for and receive federal reimbursement for the child's placement and care costs.
8. SUBGRANTEE may seek reimbursement of administrative and training costs related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at serious risk of removal from the home, for whom SUBGRANTEE has undertaken a plan of reasonable effort to prevent such removal, when such costs are associated with the following examples of reimbursable activities:
 - a. Referral of a child to services as permitted under Title IV-E and Title IV-B;
 - b. Preparation for and participation in judicial determinations;
 - c. Arrangement for the placement of the child;
 - d. Development, ongoing management, implementation, and supervision of the child's case plan, but not the cost of any therapeutic treatment or counseling services required;
 - e. Preparation for and participation in case reviews;
 - f. Agreements for the recruitment and licensing of foster homes;
 - g. Determination of Title IV-E eligibility, whether such determination is affirmative or negative;
 - h. Supervision of the child's placement;
 - i. Participation by casework staff in formal and organized training activities. For the purpose of claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent on such activity;
 - j. Case management on behalf of children determined by SUBGRANTEE to be at serious risk of removal from home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal.
9. The activities in this ARTICLE I, above, may be performed by personnel of SUBGRANTEE or, by contractual agreement in accordance with ARTICLE III, by another party on behalf of SUBGRANTEE. To be claimable, the activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by SUBGRANTEE to be at serious risk of removal from the home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal. Further costs claimed must have originally been sourced from state or local funds appropriated to SUBGRANTEE and may not have been charged to any other federal program.
 - a. If SUBGRANTEE contracts with a third party to perform some or all of the activities enumerated in ARTICLE I of this Subgrant Agreement the contract will expressly specify:

- (1) Which of the service(s) are to be performed by the contractor:
 - (2) A specific and discrete rate of compensation that will be paid for the performance of these services relevant to Title IV-E eligible children. The rate of compensation will not exceed the amount charged for children who are not Title IV-E eligible;
 - (3) SUBGRANTEE retains ultimate control and responsibility for care, maintenance, treatment, supervision, and case planning for children covered by the contract;
 - (4) An officer of SUBGRANTEE who will be responsible for supervising the performance of the contractor;
 - (5) All procedures SUBGRANTEE will follow for supervising the performance of the contractor including, but not limited to, reporting requirements by the contractor to SUBGRANTEE.
- b. If SUBGRANTEE contracts with another public entity, including the county agency responsible for the administration of child welfare programs, for the performance of any of the activities enumerated in ARTICLE I of this Subgrant Agreement, payments made to the other public entity must represent a reimbursement of actual costs incurred by the other entity in the performance of its contractual duties.
- C. The ODJFS Agreement Manager is Ricardo Murph.
- D. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after SUBGRANTEE'S receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify the ODJFS Agreement Manager pursuant to ARTICLE VI of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- E. The subgrantee to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of Federal funds and must meet the requirements of OMB Circular A-133. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Circular A-133 for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2011, or upon signature of the Director of ODJFS, whichever is later, through June 30, 2013, unless this Agreement is suspended or terminated pursuant to ARTICLE V prior to the above termination date. This Agreement may be renewed through June 30, 2015, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to SUBGRANTEE if ODJFS decides to renew this Agreement. SUBGRANTEE will not obligate resources in anticipation of a renewal until notice is provided.
- B. In addition to Section A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07, that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is Six Million and 00/100 Dollars (\$6,000,000.00) for the Subgrant Agreement period identified in Article II, Section A, above. ODJFS will reimburse SUBGRANTEE with funds in an amount up to Three Million and 00/100 Dollars (\$3,000,000.00) for State Fiscal Year 2012 and up to Three Million and 00/100 Dollars (\$3,000,000.00) for State Fiscal Year 2013 expressly to perform the Subgrant activities described in ARTICLE I. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. ODJFS agrees to reimburse SUBGRANTEE, to the extent allowed by the federal government, not to exceed the amounts listed in ARTICLE III, Section A above, and to the extent FFP is available from the federal government as follows:
1. All reimbursements will solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. To the extent that such costs are allowed by the federal government and FFP related to those costs is awarded. ODJFS agrees to distribute to SUBGRANTEE, net of the user fee imposed by this Subgrant Agreement, the FFP awarded and received by ODJFS. SUBGRANTEE agrees to allow ODJFS to retain a user fee of not more than five percent (5%) of all FFP disbursed to SUBGRANTEE under ARTICLE III, Section B, Paragraph 3 and 4, below. SUBGRANTEE expressly acknowledges that it is aware that any funding received under this Subgrant Agreement will not constitute full reimbursement for any costs incurred in the performance of this Subgrant Agreement. SUBGRANTEE further acknowledges that ODJFS is not obligated to make any payments in excess of the net FFP herein authorized.
 2. SUBGRANTEE may seek reimbursement of training costs of SUBGRANTEE staff who are covered by ARTICLE I, Section B, Paragraph 9, above, provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any federal program.
 3. When SUBGRANTEE seeks to claim administrative and training costs for activities performed by its own staff per ARTICLE I, Section B, Paragraph 9, SUBGRANTEE agrees to do so solely for those staff members who perform the activities enumerated in ARTICLE I, Section B, of this Subgrant Agreement. Administrative and training costs payable to SUBGRANTEE will be determined utilizing the Random Moment Sample Time Studies Methodology (see Attachment A) and the Juvenile Court Social Services Random Moment Cost Allocation Methodology (see Attachment B). Both Attachment A and Attachment B to this Subgrant Agreement are hereby incorporated by reference.
 4. SUBGRANTEE may seek reimbursement for allowable training costs per ARTICLE I, Section B for current and prospective relative guardians. Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs), including attorneys representing children or parents, child abuse and neglect court staff, in proceedings of child abuse and neglect provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any other federal program. Training cost payable to SUBGRANTEE will be determined utilizing the Juvenile Court Social Services Random Moment Cost Allocation Quarterly Billing form JFS 01797 (see Attachment B).
 5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred for an adjudicated child placed in foster care provided that all of the elements listed in ARTICLE I, Section B, Paragraph 5 are present.
 6. SUBGRANTEE will provide documentation for all administrative and training costs claimed for reimbursement to reflect actual costs incurred and paid. SUBGRANTEE will maintain accounting records to support this documentation. SUBGRANTEE acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under Title 45 Section 1356.60 of the Code of Federal Regulations (45 CFR 1356.60). SUBGRANTEE will be responsible for the identification of costs for the activities enumerated in ARTICLE I, Section B, of this Subgrant Agreement and will devise and implement accounting practices and procedures that will allow for

audits of such costs. The accounting procedures will conform to generally accepted accounting principles and will treat both costs and activities consistently.

7. SUBGRANTEE agrees to use any FFP provided by this Subgrant Agreement to improve children and youth services in the county and to emphasize the development of community and neighborhood-based foster care resources in the county. SUBGRANTEE agrees to affirmatively act to coordinate service improvements with the county Family and Children First Council, a partnership of government agencies and community organizations committed to improving the well-being of children and families.
 8. In those calendar years where total payments received under this Subgrant Agreement exceed Four Thousand, Nine Hundred Ninety-Nine and 00/100 Dollars (\$4,999.00). SUBGRANTEE agrees to prepare and distribute to each newspaper of general circulation within the county, a news release outlining SUBGRANTEE's usage of the FFP received under this Subgrant Agreement for the present calendar year no later than March 31st of the following year. A copy of the news release will be mailed to the ODJFS Office of Communications, 30 East Broad St. 32nd Floor, Columbus, Ohio 43215 and to the ODJFS Subgrant Agreement Manager at the address listed in Section C, below. The news release will contain, at minimum, the following information:
 - a. A statement that the purpose of the news release is to inform the general public of how SUBGRANTEE used the FFP received pursuant to this Subgrant Agreement;
 - b. A statement that the preparation and distribution of the news release is required by this Subgrant Agreement;
 - c. An accounting of the beginning and ending balance of the account established pursuant to ARTICLE III, Section C of this Subgrant Agreement, and a statement of total FFP received during the prior calendar year; and
 - d. A narrative summary of any activities supported by expenditures from the account established pursuant to ARTICLE III, Section C of this Subgrant Agreement, including a description of how, in SUBGRANTEE's opinion, such expenditures improved children and youth services in the county and developed neighborhood-based foster care resources.
- C. **The responsibilities of the Commissioners are as follows:**
1. COMMISSIONERS agree to establish an account within COMMISSIONERS' general ledger into which the COMMISSIONERS will record Title IV-E receipts and disbursements to the SUBGRANTEE. COMMISSIONERS expressly agree that not less than seventy-five percent (75%) of the FFP received from ODJFS and deposited into the established account will be made available to the credit of SUBGRANTEE, in a timely manner, to enable SUBGRANTEE to render performance of its obligations pursuant to ARTICLE I, Section B of this Subgrant Agreement.
 2. COMMISSIONERS agree that any Title IV-E FFP received pursuant to this Subgrant Agreement, whether past, present, or anticipated, will not be treated as countervailing income or resources in the determination of current or future general appropriations made in support of the operation of SUBGRANTEE, or the county child welfare agency.
 3. At the close of any fiscal year, should SUBGRANTEE show a net positive balance in FFP received under this Subgrant Agreement, COMMISSIONERS agree to re-appropriate such balance as available for the next subsequent fiscal year.
 4. COMMISSIONERS agree not to subject SUBGRANTEE, or the county child welfare agency to new costs not presently borne by SUBGRANTEE or the county child welfare agency because of anticipated revenue that will be received by SUBGRANTEE under this Subgrant Agreement.
 5. COMMISSIONERS agree to develop and implement accounting procedures and standards which will provide an audit trail adequate to assess their performance under ARTICLE I of this Subgrant Agreement.

6. COMMISSIONERS expressly agree to immediately take action to refund any FFP ODJFS deems unallowable as a result of any performance deficiencies noted by ODJFS in its assessment per ARTICLE I, Section B, Paragraph 4 of this Subgrant Agreement.
- D. SUBGRANTEE agrees to use the ODJFS approved Form JFS 01797, Social Services Random Moment Cost Allocation, Quarterly Billing. SUBGRANTEE agrees to submit the completed JFS 01797 and supporting documentation via e-mail to: JFS01797@jfs.ohio.gov or in the case where there is no e-mail access available, one (1) hard copy may be mailed via US Postal Service to: Ricardo Murph, Ohio Department of Job and Family Services, P.O. Box 182709, Columbus, Ohio 43218-2709.
- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110, A-122, and A-133 as well as 45 CFR Part 92, including but not limited to the following federal rules:
1. Standards for financial management systems. SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 92.20, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds. Pursuant to 45 CFR 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the Recitals section of this Agreement. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period unless otherwise specified herein.
 3. Matching or Cost Sharing. Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 45 CFR 92.24, and subject to the qualifications, exceptions, and requirements of that section.
 4. Program Income. Program income, as defined in 45 CFR 92.25, must be used as specified in this section.
 5. Real Property. If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 92.31.
 6. Equipment. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 92.32.
 7. Supplies. Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 92.33.
- F. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- G. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after The State of Ohio purchase order has been closed. SUBGRANTEE must submit final invoices for payment no later than ninety (90) days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

- H. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Agreement, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Agreement;
 2. It intends to maintain this Agreement for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 92.26 and OMB Circular A-133, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send one (1) copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Circular A-133 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Preparation of appropriate financial statements that include a schedule of federal award expenditures;
 5. Proper performance and timely submission of the A-133 Single Audit; and
 6. Follow up on audit findings that include the preparation of a summary schedule of prior audit findings and corrective action, if needed, and the preparation of a corrective action plan.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, upon completion of performance, or once all of the compensation has been paid.
- B. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III, Section H;
 2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities;

3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities; and
 4. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE V, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement, or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager pursuant to ARTICLE I of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Agreements and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems,

or records ODJFS provides to the specific Subgrant activities specified in ARTICLE I of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this Article are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, SUBGRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. SUBGRANTEE hereby agrees to current and ongoing compliance with 42 USC 1320d -1320d(8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). SUBGRANTEE further agrees to include the terms of this Section E in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 (ten) days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
 - 1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 92.37.
 - 2. **Debarment and Suspension.** As provided in 45 CFR 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 - 3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 92.36.

In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. **Monitoring.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40.
- D. **Duties as Pass-through Entlty.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:
1. Identify the federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is for research and development, and the name of federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by the ODJFS and any subsequent pass-through entity.
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved.
 4. Ensure that subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One (1) copy of every audit report must be sent to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the subrecipient's receipt of any such audit report.
 5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
 6. Issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
 7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
 8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this Section D.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 5. **Material Assistance to Terrorist Organization.** SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.

- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics Laws.** SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. **Conflicts of Interest.**
 - a. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - c. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.
5. **Lobbying Restrictions.**
 - a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
7. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or

contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
9. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
11. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2010-09S and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
 - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.
 - c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. **TERMINATION, SANCTION, DAMAGES:** ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
12. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, SUBGRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Subgrant activities. SUBGRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this Article. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-1213-06-0242

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Summit County Juvenile Court

Ohio Department of Job and Family Services

Linda Tucci Teodosio
Authorized Signature (Blue Ink Please)

Michael B. Colbert, Director

Linda Tucci Teodosio
Printed Name

Date

6-24-11
Date

650 Dan Street
Address

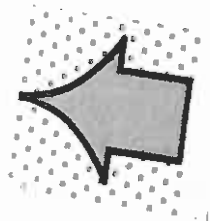
Akron, Ohio 44310
City, State, Zip

Summit County Board of Commissioners

Authorized Signature (Blue Ink Please)

Printed Name and Title

Date



ATTACHMENT A
Title IV-E

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (A) The juvenile court random moment sample (JCRMS) time studies are designed to measure juvenile court staff activity regarding the Title IV-E program for juvenile courts that have entered into a sub-grant agreement with the Ohio Department of Job and Family Services (ODJFS). The JCRMS is a subset of the social service RMS and is completed on a quarterly basis for employees of the juvenile court. Data collected from these time studies is used to calculate the percentage of time spent on the Title IV-E program by the county juvenile court. The "Juvenile Court Random Moment Sample Observation Form, JFS 01794" is used to report juvenile court staff activity regarding the Title IV-E program.
- (B) Juvenile courts may seek reimbursement of necessary and responsible administrative and training costs associated with court actions for children eligible to receive foster care maintenance payments and children determined by the court to be at serious risk of removal from home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal.
- (C) In cases where county juvenile courts desire to claim administrative and training costs for activities performed by their own staff, the court agrees to do so solely on behalf of staff that performs the Title IV-E activities.
- (D) Administrative and training cost payable to the court will be determined utilizing the "Juvenile Court Random Moment Sample Allocation Quarterly Billing" JFS 01797, a random moment sample time study, and other procedures and forms as applicable.
- (E) Title IV-E activities may be performed by personnel of the court, by contractual agreement, or by another party on behalf of the court. The activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by the court to be at serious risk of removal from the home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal. Reimbursement of costs claimed for these activities must originally be expended solely from state or local funds appropriated to the court and may not be charged to any other federal program.
- (F) The JCRMS reporting quarter offsets the calendar quarter by one month as follows:

RMS Sampling Period	Billing Quarter
First Quarter: Jun, Jul, Aug,	First Quarter: Jul, Aug, Sept,
Second Quarter: Sept, Oct, Nov,	Second Quarter: Oct, Nov, Dec,
Third Quarter: Dec, Jan, Feb,	Third Quarter: Jan, Feb, Mar,
Fourth Quarter: Mar, Apr, May.	Fourth Quarter: Apr, May, Jun.

ATTACHMENT A
Title IV-E

Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology

- (G) An employee can not participate in more than one RMS system in the same quarter. Supervisors may participate in the RMS time studies if they have a direct caseload and perform any of the activities listed in the RMS time studies.
- (H) The JCRMS is designed to identify the county juvenile court staff activities directly related to program functions benefiting the Title IV-E program.
- (I) The juvenile court must assign a random moment coordinator and alternate coordinator(s) to administer the JCRMS. At least one alternate must be selected to complete the RMS process in the coordinator's absence. The responsibilities of the coordinator include but are not limited to:
 - (1) Acting as the liaison for communications with the ODJFS JCRMS time study administrator;
 - (2) Acting as the liaison for communications with ODJFS staff;
 - (3) Providing quarterly updates to ODJFS JCRMS time study administrator regarding new appointments, terminations, transfers, staff assignments, county holidays or other information likely to affect RMS operations;
 - (4) Insuring the 4% quality assurance process is being properly administered.
- (J) The juvenile court random moment sample observation form JFS 01794 and the instructions JFS 01794I can be found at www.odjfs.state.oh.us/forms/inter.asp

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (A) Juvenile courts having subgrant agreements with ODJFS will use the "Juvenile Court Social Services Random Moment Allocation Quarterly Billing" form JFS 01797 to bill for services; ODJFS will use the form as a basis for reimbursement to the courts. In completing the social services random moment allocation quarterly billing form, costs are divided into direct, shared, and purchased administrative costs.
- (B) **Direct administrative costs** are costs for staff, and first line supervisors who perform direct case services related to the award, and who participate in the JCRMS. Occupancy rental and utility costs for the housing of such staff may only be claimed for reimbursement if such staff is housed in quarters that are not owned by the county and for which the court has entered into a lease agreement. Specific direct administrative costs for staff include, but are not limited to:
- (1) Payroll and fringe benefit costs;
 - (2) Equipment and consumable supply costs;
 - (3) Separately metered postage and telephone costs;
 - (4) Cost of liability insurance provided that the cost of such insurance is related to the performance of the award and is separately identified in a master policy, is carried as a separate policy, or as a rider to an existing policy;
 - (5) Travel and per diem costs;
 - (6) Training registration fees;
 - (7) Operational costs inclusive of rent, leases, and utilities.
- (C) **Training Costs for GALs and CASAs** are allowable training costs for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs), including attorneys representing children or parents, child abuse and neglect court staff, in proceedings of child abuse and neglect. The guardian has to be appointed by court order and the reimbursement allows for non-federal funds spent on allowable training activities to the eligible trainees. The reimbursement costs are part of the allowable cost pool. The reimbursement rate is phased-in over a five year period. During federal fiscal year 2009, the rate will be 55% of the States' overall Title IV-E eligibility ratio, increasing 5% each federal fiscal year through 2013-topping out at 75%. Allowable training costs may include, but are not limited to:
- (1) Costs for hosting;

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (2) Cost for providing/conducting training such as salaries/benefits of the training staff;
 - (3) Trainer fees;
 - (4) Copying of training materials;
 - (5) Continuing education application fees;
 - (6) Resource library costs;
 - (7) Training room rental;
 - (8) Audio/Video equipment rental;
 - (9) Training supplies;
 - (10) Registration fees;
 - (11) Travel and per diem allowable for trainee to attend training (not to include salary or compensation).
- (D) **Purchased administrative costs** are the payments made under contracts or governmental agreements directly related to the performance of activities required by the court's Title - IV-E agreement with ODJFS. Such costs would include professional fees paid for case management activities and home studies, payments made to the county public children services agency (PCSA) to eligibility determinations or claims processing activities performed by that agency, and fees paid to outside vendors to operate the JCRMS if the court chooses not to conduct the time study using its own staff.
- (E) **Shared administrative costs** are to be proportionately allocated to both allowable and unallowable costs centers. The court must determine an appropriate allocation methodology to be used as long as the allocation methodology is reasonable, consistently applied, and fairly distributes shared costs to both allowable and unallowable costs centers. The allocation methodology must be documented and adjusted when necessary to maintain a reasonable and fair distribution of administrative funds. Shared administrative costs allocable to allowable direct administrative costs are to be reported on the "Juvenile Court Social Services Random Moment Allocation Quarterly Billing" JFS 01797. Shared costs include salaries, related compensation and operational costs inclusive of rent, leases, utilities, supplies, etc., for all employees assigned to indirect agency functions and may include administrative contracts related to all major program areas of the court.

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (F) Costs not allowable to be reported on the "Juvenile Court Social Services Random Moment Allocation Quarterly Billing" form JFS 01797 include, but are not limited to the following:
- (1) All costs associated with the operation of a detention facility;
 - (2) All costs associated with the operation of a placement setting for which ODJFS computes an IV-E reimbursement rate;
 - (3) Personnel cost of an elected official;
 - (4) Costs stemming from the court exercising its authority as a judicial body specifically including costs incurred to:
 - (a) Docket cases;
 - (b) Conduct hearings;
 - (c) Maintenance of the court journal;
 - (d) Personnel costs for magistrates, clerks, and bailiffs;
 - (e) Providing notice to compel the presence of parties to appear before the court;
 - (f) Operation and maintenance of a law library; and
 - (g) Subscription to a legal reference service.
 - (5) Fees paid for services provided to children who are in the legal custody of the court, its probation department, or a probation officer or fees paid for services provided to the families of such children;
 - (6) Fees paid for services, other than case management services, provided to children, or their families, where the court has determined and documented that such children are at imminent risk of removal into placement and for whom the court has initiated a program of reasonable efforts to prevent that removal;
 - (7) All foster care maintenance costs paid for any child;
 - (8) All costs incurred for mechanical or electronic detention devices and services.

ATTACHMENT B
Title IV-E
Juvenile Court Social Services Random Moment Cost Allocation Methodology
Quarterly Billing

- (9) Salary or compensation for eligible GALs/CASAs trainees.
- (G) The eligibility ratio is computed by dividing the total number of placement days experienced by Title IV-E program eligible children housed in allowable settings by the total number of placement days experienced for all children in custody/care placements for the reporting period. The local juvenile court is responsible for the collection and maintenance of this information. The eligibility ratio only includes children placed in allowable Title IV-E funded placement settings.
- (H) The juvenile court social services random moment allocation quarterly billing form JFS 01797 can be found at www.odjfs.state.oh.us/forms/inter.asp