

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**  
*SUBSIDY GRANT AGREEMENT FOR*  
*JUSTICE REINVESTMENT AND INCENTIVE FUNDING*

**THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING** (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 770 West Broad Street, Columbus, Ohio and Franklin County (hereinafter referred to as "Grantee"), located at 375 South High St., Columbus, OH 43215 Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

**WHEREAS**, the Grantee has made an application to the Grantor for monies Justice Reinvestment and Incentive Grant Application (hereinafter referred to as "JRIG Application"), for the use of these funds;

**WHEREAS**, the Grantor has authority pursuant to section 5149.30 *et seq.* of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services; and

**WHEREAS**, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

**NOW THEREFORE**, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$977,167.00 (hereinafter referred to as "Grant Funds"), to be paid in six installments for the period beginning with the effective date of this agreement and ending June 30, 2019 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein, but in no event shall this agreement extend beyond June 30, 2019. Total Grant Funds expenditure for the grant period (December 1, 2017 to June 30, 2019) will not in any case exceed \$977,167.00. The installments shall be paid in the following manner:

- (a) FY18 – Two payments of \_\_\_\_\_ totaling \$586,300.00.
- (b) FY19 – Four payments of \_\_\_\_\_ totaling \$390,867.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of

the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2019.

The fiscal agent designated to act on behalf of the Grantee is Cherie Mollette. The program's tax identification number is 31-6400223.

## 2. Performance Reports:

Grantees may be eligible for performance based incentive funds based upon Grantee achievement of the performance measures/outcome goals agreed to between the Grantor and Grantee. The performance period begins on **December 1, 2017** and ends on **April 30, 2019**. Grantees will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:

- |                                                       |                             |
|-------------------------------------------------------|-----------------------------|
| 1. Period One – December 1, 2017 to March 31, 2018    | Due Date – April 15, 2018   |
| 2. Period Two – April 1, 2018 to June 30, 2018        | Due Date – July 15, 2018    |
| 3. Period Three – July 1, 2018 to September 30, 2018  | Due Date – October 15, 2018 |
| 4. Period Four – October 1, 2018 to December 31, 2018 | Due Date – January 15, 2019 |
| 5. Period Five – January 1, 2019 to February 28, 2019 | Due Date – March 15, 2019   |
| 6. Period Six – March 1, 2019 to April 30, 2019       | Due Date – May 15, 2019     |

## 3. Probation Incentive Awards:

Assessing achievement of performance goals shall be solely the responsibility of the Grantor. The amount of the potential incentive award shall be commensurate with the potential impact of the grant as outlined by the established performance measures/outcome goals.

1. Grantees that achieve an aggregate total of less than 25% of their goals **will not have the grant renewed in the following fiscal year (FY 20)** and are not eligible for incentive awards.
2. Grantees that meet an aggregate total of less than 50% of their established performance measures/outcome goals are not eligible for incentive awards.
3. Grantees that achieve an aggregate goal percentage of 50% to 74% shall receive an incentive award equal to one-half of the goal percentage achieved. For example, if a grantee achieves 55% of their outcome goals; they will receive 27.5% ( $55\% \times .5 = 27.5\%$ ) of the incentive award.
4. Grantees that achieve an aggregate goal percentage of 75% to 89% of their goals will receive an incentive award equal to three-fourths of the goal percentage achieved. For example, a grantee achieves 79% of their outcome goals; they will receive 59% ( $79\% \times .75 = 59\%$ ) of their incentive award.
5. Grantees that achieve an aggregate goal percentage of 90% to 100% will receive an incentive payment equal to the percentage of the aggregate goal percentage achieved. For example, 94% achieved receives 94% of the incentive award.

Once the incentive award is determined and awarded, the receiving grantee may use this award toward any community corrections program/service as defined by ORC 5149.30 (A). Incentive awards must be expended by June 30, 2021. All unspent incentive funds shall be returned to the Grantor no later than October 30, 2021.

**4. Program Services:** The Grantee agrees to effect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding.

**5. Program Evaluation Responsibilities:**

- A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor; and
- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as grantee complies with such responsibilities.

**6. Compliance:**

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee 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 appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

- D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced or the Agreement terminated by the Grantor if:
- a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the JRIG Application.
  - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds 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 Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.
7. **State Audit Findings:** Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.
8. **Appropriation:** The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2018 and 2019. 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 Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. 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 Section 126.07 of the Ohio Revised Code.
9. **Termination:** 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 Section 5120:1-5-07 of the Ohio Administrative 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 financial audit completed by the Grantor.
10. **Dispute Resolution:** It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to 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 a 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.

11. **Successor and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
12. **Staffing:** 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 program are employees of the program.
13. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
16. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
17. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
- 21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli  
Christopher Galli, Chief  
Bureau of Community Sanctions

Cynthia Mausser  
Cynthia Mausser, Managing Director  
Division of Parole & Community Services

**FOR THE GRANTEE:**

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

\_\_\_\_\_  
County Commissioner Date

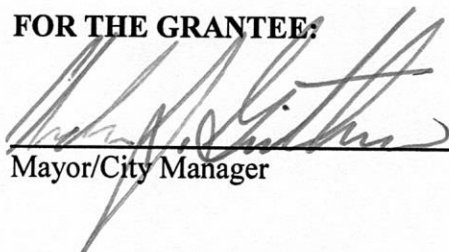
\_\_\_\_\_  
County Commissioner Date

\_\_\_\_\_  
County Commissioner Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
County Executive Date

**FOR THE GRANTEE:**

  
\_\_\_\_\_  
Mayor/City Manager Date

11/20/17