

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
PROBATION IMPROVEMENT AND INCENTIVE FUNDING

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Probation Improvement and Incentive Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in 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;

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

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

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

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

NOW THEREFORE this Grant Agreement is made and entered into this 4 day of August, 2017 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Franklin County, Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

- 1) The Grantor awards to the Grantee the sum of \$76,409.00 to be paid in seven 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 terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2019. Total expenditures for the grant period (July 1, 2017 to June 30, 2019) will not in any case exceed \$76,409.00. The installments will be paid in the following manner:

(a) FY18 - of \$76,409.00 totalling \$76,409.00.

(b) FY19 - Four Payments of \$0.00 totalling \$0.00.

- 2) 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.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with 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.
- 4) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those set out 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 of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 5) 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.

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

- 6) Payments 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 quarters. This process will continue until the total grant award has been expended.

- 7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Probation Improvement and Incentive Program Grant Manual." These guidelines are incorporated herein by reference.
- 8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 9) This agreement may not be assigned or transferred by either party.
- 10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 11) 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.
- 12) The program will make a reasonable effort to augment the funding the program receives from the state.
- 13) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A)(1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty-municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the department of rehabilitation and correction may discontinue subsidy payments to the recipient.

- 14) During the period of the grant, the probation department must satisfy all requirements under division (D)(1) of section 5149.311 of the Revised Code.
- 15) This document represents the sole agreement between the parties.

B) Program Evaluation:

- 1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
- 2) The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.
- 4) Failure to comply with Items (B) (1) through (3) of this Grant Agreement may result in the withholding of subsidy payments until such time as grantee complies with those items.

C) Compliance:

- 1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3) 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.
- 4) 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 amount may be reduced or the Grant Agreement terminated by the Grantor if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- 5) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a

petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

- 6) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification by the Grantor at any time upon the written notification to the Grantee by the Grantor.
2. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

E) Probation Incentive Awards:

Probation Improvement grant recipients 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 as documented in the grant application. The performance period begins on **July 1, 2017** and ends on **March 31, 2019**. Grantees will be responsible for providing reports every three months for the duration of the grant detailing their progress toward achieving the established performance measures/outcome goals. The reports will be due by the 20th day following the end of the three month time period as determined by the Grantor. Assessing achievement of performance goals shall be solely the responsibility of the Grantor. The amount of the potential incentive award will 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 (FY20)** and are not eligible for incentive awards.
2. No incentive funding will be awarded to programs that meet an aggregate total of less than 50% of their established performance measures/outcome goals.
 - a. Programs that achieve an aggregate goal percentage of 50% to 74% of their goals will receive an incentive award equal to 1/2 of the goal percentage achieved. For example, if a grantee achieves 55% of their outcome goals; they will receive 27.5% ($55 * .5 = 27.5$) of the incentive award.
 - b. Programs that achieve an aggregate goal percentage of 75% to 89% of their goals will receive an incentive award equal to 3/4 of the goal percentage achieved. For example, a grantee achieves 79% of their outcome goals; they will receive 59% ($79 * .75 = 59$) of their incentive award.

- c. Programs who 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).

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the ^{City of Columbus}~~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.~~
~~City.~~



8/23/17

~~County Commissioner~~

Date

MAYOR

County Commissioner

Date

County Commissioner

Date