

OHIO PURCHASE OF SOCIAL SERVICE SUBAWARD AGREEMENT

Subaward Agreement # 25-11-5012

**CFDA:** 93.667

**Federal Agency:** US Department of Health and Human Services

**Award Name:** Title XX Social Service Block Grant

**THE FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
PURCHASE OF SERVICE SUBAWARD AGREEMENT WITH  
COLUMBUS RECREATION & PARKS**

This Subaward Agreement is made and entered into on May 24, 2011 by and between the Board of County Commissioners of Franklin County on behalf of the Franklin County Department of Job and Family Services (FCDJFS) and Columbus Recreation & Parks doing business at 1111 E Broad St., Columbus, Ohio 43205 (hereinafter referred to as "Subrecipient").

Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Job and Family Services (ODJFS), the Franklin County Department of Job and Family Services (FCDJFS) is authorized to contract with public and private organizations for the purchase of TANF-Title XX services. By entering into this agreement to be a Subrecipient of FCDJFS (the pass-through entity), the Subrecipient agrees to comply with the terms of the Subaward Agreement, all applicable federal, state, and local rules and regulations of the Federal award, Office of Management and Budget (OMB) cost principles, and OAC 5101:9-1-88 as specified in Article II-B, *Compliance Requirements*.

This Subaward Agreement will meet the following purpose of the TANF program:

- To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

This subaward agreement will meet the following goal of the Title XX program:

- Preserving, rehabilitating, or reuniting families.

**ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING**

- A. PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this Subaward Agreement, including the appendices outlined in Article 5, M *Appendices* below, which are on file at FCDJFS and available for review by the Subrecipient, the Subrecipient agrees to furnish those specific services detailed in this Subaward Agreement.
- B. SUBAWARD AGREEMENT PERIOD:** This Subaward Agreement shall be effective from the date on which this Subaward Agreement is approved and signed by the Board of Commissioners, on behalf of FCDJFS (the "Effective Date") and shall continue for a period of one (1) year from the Effective Date, unless otherwise terminated. The Subaward Agreement period may be extended for up to 12 months upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension right will still be contingent upon the availability of funding.
- C. AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this Subaward Agreement are contingent upon the availability of federal, state, and local program funds.
- D. COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article III hereof and as detailed in Appendices A (Clarification of Subaward Agreement Terms), and B (Proposal and Budget), on file at FCDJFS, the amount to be paid for such purchased services shall be by a combination of fixed unit rate and cost reimbursement of actual expenses based on the following allowable units of service (the "Purchased Services").

It is the responsibility of the Subrecipient to monitor the number of units and all expenditures authorized by FCDJFS. Should the Subrecipient provide services or incur expenses in excess of the number of units or costs authorized by FCDJFS, the Subrecipient will be responsible for the cost of the service(s) provided or expense(s) incurred.

**Allowable Units of Service to be paid under this Contract from June 1, 2011 through August 31, 2011, not to exceed the total value of the subaward agreement**

<u>UNIT OF SERVICE</u>	<u>UNIT COST</u>	<u>UNITS UNDER SUBAWARD AGREEMENT</u>	<u>TOTAL COST</u>
Enrollment	\$ 471.05	57	\$ 26,849.85
Completion	\$ 198.86	45	\$ 8,948.70
Administrative Cost, not to exceed	\$ .00		\$ .00
Reimbursable Cost, not to exceed	\$ .00		\$ .00
<b>Total Value of Subaward Agreement</b>			<b>\$ 35,798.55</b>

**E. PURCHASED UNITS OF SERVICE:** It is the responsibility of the Subrecipient to monitor the expenses authorized by FCDJFS in accordance with the provisions of Section D above. Should the Subrecipient incur expenses in excess of what was authorized by this Subaward Agreement, the Subrecipient shall be responsible for the expense(s) incurred.

The Subrecipient expressly understands that FCDJFS will not compensate the Subrecipient for any work performed prior to notification from FCDJFS, and the Subrecipient expressly understands that FCDJFS shall not compensate the Subrecipient for any work performed after the termination date set forth in this Subaward Agreement or in the event this Subaward Agreement is terminated pursuant Article III-E, *Termination and Suspension*.

**F. ELIGIBILITY:** The eligibility of individuals to receive services will be determined in accordance with the policies and procedures established by the Ohio Department of Job and Family Services. The Subrecipient shall provide service only for those individuals determined eligible by FCDJFS, unless the determination of eligibility function is specifically delegated to the Subrecipient by FCDJFS, using the income guideline of 200% of the federal poverty level. FCDJFS shall be the final authority in determining which consumers will be served under the terms of this Subaward Agreement. As a result of the eligibility determination, the Subrecipient shall issue the appropriate approval or denial notice, whichever is applicable, to the applicant within thirty (30) days of application for services. A copy of the approval or denial notice shall be maintained in the participant file along with the TANF Registration Form and documents verifying eligibility.

**G. ALLOWABLE COSTS:** FCDJFS will pay and/or reimburse only for those costs that are allowable under applicable federal and state cost principles (OMB Circulars A-133, A-102, A-110, A-87, A-122, and A-21). In no event shall FCDJFS pay or reimburse any amount in excess of the total value of the Subaward Agreement as specified in Article I-D, *Cost and Delivery of Purchased Services*.

**H. ADMINISTRATIVE COSTS:** Claims made by the Subrecipient for administrative costs shall not exceed the percentage of administrative costs approved in the budget. Reimbursement for administrative costs will be based on actual administrative costs incurred for the month being invoiced. The administrative costs for the Subaward Agreement period may not exceed the approved percentage of the actual direct program expenses and actual reimbursable expenses that are stated on the Subrecipient's subaward-specific financial statements, which should match the quarterly expenditure reports submitted to FCDJFS. Documentation of actual monthly Administration Costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.

**I. EQUIPMENT:** Under this Subaward Agreement, equipment is defined as an article of nonexpendable, tangible personal property. When the Subrecipient ceases to use the equipment for the purposes for which it was purchased and/or seeks to dispose of the equipment, the provisions of 45 CFR 92.32 shall apply; however, FCDJFS and the Subrecipient may agree that any equipment purchased through this Subaward Agreement will become the property of the Subrecipient at the end of the Subaward Agreement period. The Subrecipient agrees that during the useful life of the equipment it will be considered available for use by the Subrecipient in any funding requests to FCDJFS. If equipment purchased through this Subaward Agreement is unavailable for verification by FCDJFS due to theft or misappropriation, an amount equal to the useful life of the equipment will be remitted to FCDJFS by the Subrecipient. Equipment must be purchased using the most economical approach following either the Franklin County Purchasing Department's Manual of Procedures or the Subrecipient's procurement requirements, whichever is most restrictive.

- J. MONITORING AND EVALUATION:** FCDJFS and the Subrecipient will, in accordance with Appendix A (Clarification of Terms) and any attached amendments to Appendix B(Proposal and Budget), and OAC 5101:9-1-88, monitor the manner in which the terms of the Subaward Agreement are being carried out and evaluate the extent to which the objectives are being achieved. Any corrective action plans identified by FCDJFS or other monitoring entities must be resolved within sixty (60) days. If a Subrecipient enters into a secondary Subaward Agreement with another entity, the Subrecipient also assumes the responsibilities of a pass-through entity as set forth in OAC 5101:9-1-88(B)(5) as well as the following:

OMB Circular A-133, Subpart D, §400(d), states, in part, that a pass-through entity shall perform the following for the Federal awards it makes:

(3) Monitor the activities of Subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or award agreements and that performance goals are achieved.

31 USC 7502 Section (f)(2)(B) states in part:  
Each pass-through entity shall –

Monitor the Subrecipient's use of Federal awards through site visits, limited scope audits, or other means.

The Pass-through Entity will ensure there are proper monitoring procedures in place to provide adequate assurance that their Subrecipient has complied with the rules and regulations related to the federal programs and has met the objectives of the Subaward Agreement.

- K. INVOICING:** The Subrecipient shall bill monthly and the invoice shall be received by FCDJFS no later than fifteen (15) calendar days following the month of service. The Subrecipient will use the invoice format provided by FCDJFS. The invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual services provided during the effective dates of the Subaward Agreement, not to exceed the number of units or the total dollar amount authorized by FCDJFS, and must reflect the approved fixed unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate. The Subrecipient must certify that claims made to FCDJFS for payment of purchased services are for actual services rendered to eligible individuals and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation. Expenses invoiced for administrative costs must be made available upon request by FCDJFS and will be verified during the Subrecipient monitoring.

FCDJFS shall review the submitted invoice for completeness and accuracy before making payment within thirty (45) days after approval, contingent upon the availability of federal, state, and local program funds. The expenditures reported on the invoice are subject to review by FCDJFS before payment is made. The Subrecipient hereby authorizes FCDJFS to adjust for mathematical errors, incorrect unit rates, or non-covered services and agrees that FCDJFS shall not reimburse the Subrecipient for services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the Subaward Agreement.

FCDJFS does not have the ability to compensate the Subrecipient for work performed under the Subaward Agreement after the purchase order for the Subaward Agreement has been closed. The final invoice for compensation of work performed under this Subaward Agreement must be received by FCDJFS no later than sixty (60) days after the termination date of this Subaward Agreement. Failure of the Subrecipient to submit the final invoice by this deadline will be deemed forfeiture and waiver by the Subrecipient for any claims for all remaining compensation due hereunder.

- L. DUPLICATE INVOICING:** The Subrecipient certifies that any costs incurred under this Subaward Agreement shall not be chargeable to or included as a cost in any other federally financed program in either the current or a prior period. Further, the Subrecipient warrants that claims made to FCDJFS for payment of Purchased Services under this Subaward shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Subrecipient to other sources of funds for the same service.

- M. REPORTING:** The Subrecipient will provide reports to FCDJFS regarding Purchased Services provided on a schedule specified by FCDJFS. Reporting may be required via electronic media. Reporting

categories will be provided by FCDJFS. The Subrecipient shall also submit a written report to FCDJFS summarizing actual program expenses on a quarterly basis using the format provided by FCDJFS. In addition, the Subrecipient will be required to submit supporting documentation of actual program expenditures. Each quarterly expenditure report is due no later than thirty (30) days following the end of the quarter.

If actual program expenditures are less than the amount paid by FCDJFS to the Subrecipient for Purchased Services, the Subrecipient shall be required to repay the difference to FCDJFS. The deadline for repayment of this difference shall be due to FCDJFS no later than ninety (90) days following the end of the Subaward Agreement period.

- N. **ANNUAL RECONCILIATION:** A reconciliation will be completed by FCDJFS no later than sixty (60) days following the end of the Subaward Agreement period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to FCDJFS no later than ninety (90) days following the end of the Subaward Agreement Period.
- O. **PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the services provided under this Subaward Agreement, it will be clearly stated that the services are funded by the Franklin County Board of Commissioners and administered by FCDJFS.

**ARTICLE II: PROCUREMENT, SUBAWARD COMPLIANCE, AND AUDIT RESPONSIBILITIES**

- A. **PROCUREMENT REQUIREMENTS:** The procurement requirements for Subaward Agreements awarding Department of Health and Human Services (HHS) funds to state, local, and tribal governments are located in 45 CFR 92.32 (Use and Management of Equipment), 45 CFR 92.36 (Procurement Standards), Ohio Administrative Code (OAC) 5101:9-04-02 (Standards of Acquisition), OAC 5101:9-4-07 (Procurement Requirements), OAC 5101:9-4-15 (Disposal of Assets), and OAC 307.86 (Competitive Bidding Requirements, exceptions). In order to subcontract or enter into a secondary Subaward Agreement for services, the Subrecipient is also subject to the procurement requirements identified.

**B. COMPLIANCE REQUIREMENTS:**

Federal Requirements

2 CFR Part 176	Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards
7 CFR 3016	Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments (AG)
29 CFR Part 95	Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and With Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations (DOL)
29 CFR Part 97	Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments (DOL)
45 CFR Part 74	Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations (HHS)
45 CFR Part 92	Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments (HHS)
CFDA #93.558	Temporary Assistance for Needy Families (TANF), funded by the Department of Health and Human Services
CFDA #93.566	Refugee and Entrant Assistance – State Administered Programs, funded by the Department of Health and Human Services

CFDA #93.575	Child Care and Development Block Grant, funded by the Department of Health and Human Services
CFDA #93.584	Refugee and Entrant Assistance – Targeted Assistance Grants (TAG), funded by the Department of Health and Human Services
CFDA #93.667	Social Services Block Grant, funded by the Department of Health and Human Services
OMB Circular A-21	Cost Principles for Educational Institutions
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-102	Grants and Cooperative Agreements with State and Local Governments
OMB Circular A-110	Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
OMB Circular A-122	Cost Principles for Non-Profit Organizations
OMB Circular A-133	Audits of States, Local Governments, and Non-Profit Organizations

State Requirements

OAC 5101:9-4-02	Standards of Acquisition
OAC 5101:9-4-07	Procurement Requirements
OAC 5101:9-4-15	Disposal of Assets

County Requirement

Chapter VII Competitive Bidding, Franklin County Purchasing Department’s Manual of Procedures

- C. EXECUTION OF SECONDARY AGREEMENTS:** Under this Article, the types of secondary agreements that Subrecipients may execute are differentiated into two types:
- a. Subcontract agreements (with subcontractors): When the Subrecipient deems it necessary to deliver some of the services either directly providing or supporting the quality and quantity specified in this Subaward Agreement via a subcontractor.
  - b. Secondary Subaward Agreements (with secondary Subrecipients): When the Subrecipient deems it necessary to further pass through funds to another entity (secondary Subrecipient) to deliver some or all of the services of the quality and quantity specified in this Subaward Agreement.

In both cases, the agreement must be properly procured in accordance with the standards listed in Article II-A, *Procurement Requirements* or the Subrecipient’s procurement requirements, whichever is most restrictive.

All subcontracts and secondary subawards shall be subject to the same terms, conditions and covenants contained in this subaward. Additionally, the Subrecipient is required to secure the following documentation that verifies that the subcontractor/secondary Subrecipient is in no way excluded from receiving state, local, federal funds: (a) List of Parties Excluded from Federal Procurement or Non-procurement Programs” (located at <https://www.epls.gov/>); (b) The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>; (c) Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization for Government Business and Funding Contracts.

All subcontracts or secondary subawards shall explicitly state the description of services, rate of pay, amount of pay, agreement period, and any other descriptive information regarding the services to be provided. All secondary agreement costs are accounted for in the Subrecipient's budget as Professional Fees or Contracted Services. The Subrecipient must submit a copy of the secondary Subaward Agreement no later than (30) thirty days after the effective begin date of the secondary agreement. No payment shall be made without a subcontract/secondary subaward on file at FCDJFS. The Subrecipient is responsible for making direct payment for such services to the subcontractor or secondary Subrecipient. No subcontract/secondary subaward shall in any case relieve the Subrecipient of any duty, obligation, or liability undertaken by the Subrecipient pursuant to this subaward.

- D. INDEPENDENT CONTRACTORS:** Subrecipient, agents, and employees of the Subrecipient will act in performance of this Subaward Agreement in an independent capacity, and not as officers, employees, or agents of the Ohio Department of Job and Family Services, the county, or FCDJFS.
- E. RESPONSIBILITY FOR AUDIT:** The Subrecipient shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all program expenses and administrative costs of any nature incurred in the performance of this Subaward Agreement. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, County, and FCDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this Subaward Agreement.

The Subrecipient agrees to, if required by the director of FCDJFS because of a suspicion of misuse or improper accounting of funds for which the Subrecipient is responsible, have conducted an independent audit of expenditures and make copies of the audit available to FCDJFS.

Subrecipients that expend \$500,000.00 or more in federal awards within their fiscal year are required by OMB Circular A-133 to have a single audit completed for that year. All federal funds, from whatever source, are added together to determine whether or not a Subrecipient meets the \$500,000.00 threshold. This Subaward Agreement may only be one source of federal funds received by the Subrecipient. OMB Circular A-133 requires that these audit reports be submitted to FCDJFS within thirty (30) days after the completion of the audit report, or within nine (9) months after the audit report period, whichever is earliest.

Subrecipients are required to complete and submit an annual financial statement within one hundred and eighty (180) days of the end of their fiscal year.

Subrecipients shall make available to FCDJFS all other audit reports upon request.

- F. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate county, state, or federal audit directly related to the provisions of the Subaward Agreement, subcontract, or secondary Subaward Agreement and the Subrecipient agrees to pay FCDJFS for all amounts due as a result of audit exceptions.
- (A) The Subrecipient agrees to pay to FCDJFS the full amount of the payment received on behalf of individuals and families for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services.
- (B) The Subrecipient agrees to pay to FCDJFS the full amount of payment received for services not covered by the Subaward Agreement.
- (C) The Subrecipient agrees to pay to FCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
- (D) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.
- (E) The Subrecipient is responsible and agrees to pay for any audit exception by appropriate county, state, or federal audit identified within a secondary agreement as defined in Article II-B, *Execution of Subrecipients*.

(F) Any payments due under the provisions of this section shall be paid by the Subrecipient within 90 days of the demand for payment by FCDJFS.

**G. RETENTION OF RECORDS:** The Subrecipient shall maintain and preserve all records related to this Subaward Agreement. This includes any documentation used in the administration of the program. Records must be maintained for a period of seven years from the termination date of the Subaward Agreement or the closure of an outstanding audit. The Subrecipient will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this Subaward Agreement, unless otherwise directed by FCDJFS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven year period, the Subrecipient shall retain the records until completion of the action and all issues which arise from it or until the end of the seven year period, whichever is later.

### **ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS**

**A. NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:** The Subrecipient shall immediately notify FCDJFS in writing of developments that have a significant impact on the Purchased Services to be provided under this Subaward Agreement or the performance of any other material obligation under this Subaward Agreement. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the Subrecipient's ability to meet the objectives of the Subaward Agreement. The notification must include a statement of the action taken or the proposed course of action. FCDJFS will provide technical assistance and approval of any significant change and will amend the Subaward Agreement as it deems necessary and appropriate in its sole and absolute discretion.

**B. NOTICE:** Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

Columbus Recreation & Parks	Franklin County Department of Job and Family Services
Alan McKnight, Director	Anthony S. Trotman, Director
1111 E Broad Street	80 East Fulton Street
	4 <sup>th</sup> Floor
Columbus, OH 43205	Columbus, OH 43215

**C. AMENDMENT OF SUBAWARD AGREEMENT:** This Subaward Agreement may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. In addition, the Subrecipient will be required to submit a revised budget supporting the changes made in the amendment, unless FCDJFS grants a written exception.

**D. DELEGATION OF AUTHORITY:** Pursuant to authority assigned by the Board of County Commissioners of Franklin County under Ohio Revised Code 329.04, the Director of the Franklin County Department of Job and Family Services has the power to directly consent to and execute extensions and renewals of the Subaward Agreement period for up to one year under Article I-B, *Subaward Agreement Period*, execute amendments under Article III-C, *Amendment of Subaward Agreement*, and terminate the Subaward Agreement under Article III-E, *Termination and Suspension*. This power is limited as follows:

The cost for the new Subaward Agreement period under any Subaward Agreement extension or renewal may be less than but not greater than the original/underlying Subaward Agreement on a prorated basis. The power to amend is limited to increasing or decreasing the unit cost and the number of units under Subaward Agreement (as set forth in Article I-D, *Cost and Delivery of Purchased Services*), with the restriction that costs remain equal to or less than the total original/underlying costs on a prorated basis. All other terms and conditions are to remain the same.

**E. TERMINATION AND SUSPENSION:** Notwithstanding other provisions in this Article III, either party may terminate this Subaward Agreement at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the Subrecipient, FCDJFS may suspend this Subaward Agreement.

Notwithstanding Article III, FCDJFS may suspend or terminate this Subaward Agreement immediately upon delivery of written notice to the Subrecipient if FCDJFS has discovered any illegal conduct on the

part of the Subrecipient, any violation Article V, loss of funding as set forth in Article I-C, *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the Subrecipient.

The Subrecipient, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this Subaward Agreement, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Subaward Agreement that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that FCDJFS may require. Suspension, termination, or expiration of this Subaward Agreement shall not limit the Subrecipient's continuing obligations with respect to Deliverables paid for by FCDJFS prior to the suspension or termination nor will it limit FCDJFS's rights in those Deliverables.

In the event of suspension or termination under Article III, the Subrecipient will be entitled to compensation, upon submission of a proper invoice per Article I-K, *Invoicing*, for the work performed prior to the Subrecipient's receipt of notice of suspension or termination. Compensation will be calculated by FCDJFS based on the compensation structure set forth in Article I-D, *Cost and Delivery of Purchased Services*, less any funds previously paid by or on behalf of FCDJFS, or in the case of services for which Subrecipient charges a flat rate, based on a reasonable percentage of the total services performed as determined by FCDJFS, less any funds previously paid by or on behalf of FCDJFS

- F. CURE OF BREACH:** Except as otherwise provided in Article III-E, *Termination and Suspension*, the Subrecipient will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from FCDJFS that Subrecipient is in breach of any of its obligations under this Subaward Agreement and such proposed course of action is acceptable to FCDJFS. If the Subrecipient fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, FCDJFS may immediately suspend or terminate this Subaward Agreement. FCDJFS may also suspend or terminate this Subaward Agreement if the breaches by the Subrecipient are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that FCDJFS has notified the Subrecipient three (3) times in writing of the Subrecipient's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, FCDJFS may suspend or terminate this Subaward Agreement without a cure period if the Subrecipient again fails to meet any contractual obligation. At the sole discretion of FCDJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, FCDJFS will include in its notice of breach the shorter cure period deemed appropriate.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Subaward Agreement, FCDJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and FCDJFS retains the right to exercise all remedies hereinabove mentioned.

- G. WAIVER OF OBLIGATIONS:** If FCDJFS or the Subrecipient fails to perform an obligation or obligations under this Subaward Agreement and the failure is thereafter waived by the other party, FCDJFS and the Subrecipient understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures

#### **ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY, EQUAL TREATMENT, CIVIL RIGHTS AND LEGAL COMPLIANCE**

- A. EQUAL EMPLOYMENT OPPORTUNITY:** In carrying out this Subaward Agreement, the Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The Subrecipient will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. The SUBRECIPIENT certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The Subrecipient further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

- B. EQUAL TREATMENT:** Pursuant to Section 45 CFR 87.1 and 45 CFR 87.2, the Subrecipient warrants and agrees to the following: The Subrecipient agrees to comply with the requirements governing “Equal Treatment for Faith Based Organizations”. The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time or place from the funded program, and participation in such activities by individuals receiving services from the Subrecipient, subcontractor, or secondary Subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion.
- C. CIVIL RIGHTS:** FCDJFS and the Subrecipient agree that as a condition of this Subaward Agreement, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the SUBRECIPIENT will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this Subaward Agreement.
- D. LEGAL COMPLIANCE:** Pursuant to Section 125.111 of the Ohio Revised Code, the Subrecipient warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the Subaward Agreement or any subcontracts or secondary contracts, the Subrecipient shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the Subaward Agreement relates; and (2) That neither the Subrecipient nor any of its subcontractors, or any person acting on behalf of the Subrecipient shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Subaward Agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The Subrecipient agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the Subrecipient complies with all applicable federal and state nondiscrimination laws. The Subrecipient will incorporate the foregoing requirements of Article IV in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient and in all of its contracts for any of the work prescribed in this Subaward Agreement. The Subrecipient will also require all of its Subcontractor to incorporate such requirements in all subcontracts for any part of the work under this Subaward Agreement.

- E. AMERICANS WITH DISABILITIES ACT:** The Subrecipient, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- F. FEDERAL PRE-EMPTION:** Except when pre-empted by Federal statute and/or federal award guidelines, the SUBRECIPIENT shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.
- G. INDEMNITY AND INSURANCE:**

**INDEMNITY:** The Subrecipient agrees that it shall at all times during the existence of this Subaward Agreement indemnify and save harmless FCDJFS, the Ohio Department of Job and Family Services, and the Franklin County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Subaward Agreement.

**INSURANCE:** The Subrecipient agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

Section G shall apply unless specifically waived in writing by FCDJFS.

- H. **GOVERNING LAW:** This Subaward Agreement and any claims arising in any way out of this Subaward Agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Subaward Agreement or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the SUBRECIPIENT hereby irrevocably consents to such jurisdiction.

#### **ARTICLE V: CERTIFICATIONS AND ASSURANCES MADE BY SUBRECIPIENT**

By executing this Subaward Agreement, the Subrecipient certifies recurrent and continued compliance with each condition listed in Article V. The Subrecipient's certification of compliance with each of these conditions is considered material representations of fact upon which FCDJFS relied upon in entering into this Subaward Agreement.

The Subrecipient certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the Subaward Period the Subrecipient becomes disqualified from conducting business in Ohio for any reason, the Subrecipient must immediately notify FCDJFS of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to Article V, Sections A-D changes after the Subaward Agreement has been signed, the Subrecipient agrees to report such changes immediately to FCDJFS in writing to the address listed for notice in Article III-B, *Notice*.

If at any time the Subrecipient is not in compliance with the conditions certified and affirmed in this Article V, A-D, FCDJFS will consider the Subaward Agreement *void ab initio* and will deliver written notice to the Subrecipient. Any funds paid by FCDJFS for work performed before the Subrecipient was notified that the Subaward Agreement was considered *void ab initio* will be immediately repaid or FCDJFS may commence an action for recovery of the funds paid.

- A. **DECLARATION OF MATERIAL ASSISTANCE/ NON-ASSISTANCE:** The Subrecipient certifies that the Subrecipient, its principals, affiliated groups, or persons with a controlling interest in the Subrecipient's organization are in compliance with ORC 2909.33 in that none of the aforementioned has provided Material Assistance to a Terrorist Organization.
- B. **DEBARMENT AND SUSPENSION:** The Subrecipient certifies that neither the Subrecipient, nor any principal of the Subrecipient is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <https://www.epls.gov/>)
- C. **UNRESOLVED FINDINGS FOR RECOVERY:** The Subrecipient certifies that the Subrecipient is not 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. The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>
- D. **GOOD STANDING WITH SECRETARY OF STATE:** The Subrecipient certifies that the Subrecipient is not on the list established by the Ohio Secretary of State, pursuant to ORC 121.23, which identifies the Subrecipient as having more than one (1) unfair labor practice contempt of court finding.
- E. **DELINQUENT PERSONAL PROPERTY TAXES:** By the signature affixed on the attached Appendix E, *Delinquent Personal Property Taxes*, the Subrecipient certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.
- F. **CONFLICT OF INTEREST AND ETHICS:** The Subrecipient affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the Subrecipient's responsibilities under this Subaward Agreement. The Subrecipient agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to

FCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Subaward Agreement, unless FCDJFS will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to FCDJFS in writing to the address listed for notice in Article III-B, *Notice*.

The Subrecipient certifies that by executing this Subaward 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 2007-01S pertaining to ethics. The Subrecipient further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

- G. RECEIPT OF COMPENSATION:** The Subrecipient agrees to refrain from promising or giving to any FCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Subrecipient also agrees that it will not solicit an FCDJFS employee to violate any FCDJFS rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. Subrecipient affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if Subrecipient is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with FCDJFS Chief Legal Counsel in addition to any other required filings.
- H. LOBBYING RESTRICTIONS:** No federal funds paid to Subrecipient through this or any other agreement with FCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. SUBRECIPIENT further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93. If this Subaward Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), Subrecipient has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulation.

Subrecipient is in compliance with the executive agency lobbying requirements of ORC sections 121.60 to 121.69.

- I. USE OF FUNDS TO INFLUENCE LEGISLATION OR PROSETLIZATION:** The Subrecipient agrees that it shall not use any funds provided under this Agreement for publicity or propaganda purposes designed to support or defeat legislation pending before any legislative body or for inherently religious programs, activities, or services
- J. CHILD SUPPORT ENFORCEMENT:** Subrecipient agrees to cooperate with FCDJFS, ODJFS, and any child support enforcement agency in ensuring that Subrecipient and the employees of Subrecipient meet child support obligations established under state or federal law. Further, by executing this Subaward Agreement, Subrecipient certifies present and future compliance with any court or valid administrative order for the withholding of support that is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123. The Subrecipient further agrees that it will include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to this contract.
- K. SAFEGUARDING OF PARTICIPANTS:** Subrecipient 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.

The Subrecipient agrees that the use or disclosure by any party of any personally identifiable information concerning public assistance recipients for any purpose not directly related to the administration of FCDJFS or Subrecipient's responsibilities with respect to the individual's subsidized employment is prohibited, except upon the written consent of the eligible individual.

FCDJFS and the Subrecipient agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, secondary Subrecipients, or other parties providing services under this contract the results and performance outcomes achieved through subaward activities.

- L. DRUG-FREE WORKPLACE:** The Subrecipient, its officers, employees, members, any subcontractors (including all field staff) associated with this Subaward Agreement agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Subrecipient will make a good faith effort to ensure that no Subrecipient officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

- M. Appendices:** All Exhibits listed below are on file at FCDJFS and are hereby incorporated into and made a part of this Subaward Agreement:
- Appendix A – Clarification of Subaward Agreement Terms
  - Appendix B – Proposal and Budget
  - Appendix C – Delinquent Personal Property Tax Affidavit
  - Appendix D – Declaration of Material Assistance/NonAssistance to a Terrorist Organization for Government Business and Funding Contracts (HLS 0038)
  - Appendix E – Excluded Parties List System Search Results
  - Appendix F – Auditor of State – Unresolved Findings for Recovery Certified Search results
  - Appendix G - Certificate of Continued Existence or Certificate of Good Standing from the Ohio Secretary of State
  - Appendix H - Charitable Organization Registration Statement with the Ohio Attorney General (if Applicable)

IN WITNESS WHEREOF, the duly authorized representatives of the parties have herein set their hands in agreement with this Subaward Agreement:

BOARD OF COUNTY COMMISSIONERS  
ON BEHALF OF  
FRANKLIN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

BY: \_\_\_\_\_  
Marilyn Brown, President

BY: \_\_\_\_\_  
Paula Brooks, Commissioner

BY: \_\_\_\_\_  
John O'Grady, Commissioner

\_\_\_\_\_  
Subrecipient Agency

BY: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

AGREEMENT APPROVED AS TO FORM:

Ron O'Brien  
Prosecuting Attorney  
Franklin County, Ohio

DATE OF SIGNATURE: \_\_\_\_\_, 2011

BY: \_\_\_\_\_  
Assistant Prosecuting Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address