

Resolution No. 0568-23

July 18, 2023

Resolution authorizing the County Administrator to approve the following contract modifications: 1) extend project period for the County's 2020 Office on Violence Against Women Improving Criminal Justice Response (ICJR) grant award through September 30, 2024; 2) use approved grant funds to increase ICJR subrecipient award contracts issued to the Columbus City Attorney, the Columbus Division of Police, Franklin County Municipal Court and Nationwide Children's Hospital Research Institute; 3) approve extending aforementioned ICJR contracts through July 31, 2024. (OJPP)

WHEREAS, on October 6th, 2020 the Board of Commissioners passed Resolution 0689-20 authorizing the acceptance of a three-year \$900,000 *2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking (ICJR)* grant from the U.S. Department of Justice and the Office for Violence Against Women; and

WHEREAS, to fulfill grant objectives, the Office of Justice Policy and Program worked with the Board of Commissioners to authorize a series of grant funded contracts to project partners: May 25, 2021, the Board of Commissioners passed Resolution 0402-21 authorizing an ICJR subaward to the Columbus City Attorney; August 17, 2021 the Board of Commissioners passed Resolution 0637-21 authorizing ICJR subawards to the Columbus Division of Police and Franklin County Municipal Court and a service contract to The Research Institute and Nationwide Children's Hospital; May 31, 2022 the Board of Commissioners passed Resolution 0426-22 increasing the Columbus Division of Police's ICJR subaward; and

WHEREAS, in the first quarter of 2023, the project team identified a fiscal plan to address emerging needs identified through the implementation phase that required reallocating a portion of approved ICJR grant funds to existing partners; and

WHEREAS, based on that plan, OJPP requests: 1) extending the 2020 ICJR grant project period through September 30, 2024; 2) increasing contracts amounts for existing project partners according to the funding table provided below and 3) extending aforementioned contract periods through July 31, 2024; and

WHEREAS, these modifications were reviewed and approved by the U.S. Department of Justice and the Office for Violence Against Women on

Resolution No. 0568-23

July 18, 2023

Resolution authorizing the County Administrator to approve the following contract modifications: 1) extend project period for the County's 2020 Office on Violence Against Women Improving Criminal Justice Response (ICJR) grant award through September 30, 2024; 2) use approved grant funds to increase ICJR subrecipient award contracts issued to the Columbus City Attorney, the Columbus Division of Police, Franklin County Municipal Court and Nationwide Children's Hospital Research Institute; 3) approve extending aforementioned ICJR contracts through July 31, 2024. (OJPP)

March 28th, 2023 and June, 16th, 2023 (OVW Grant Award Modification 570093 & 572942 approvals are attached in summary); and

WHEREAS, Franklin County intends to move forward with these grant contract modifications according to the table below:

IMPLEMENTING AGENCY	CURRENT AWARD/CONTRACT	REVISED	GRANT/CONTRACT	END DATE
Columbus City Attorney (subaward)	193,748	275,052	20-ICJRP-BP	July 31, 2024
Columbus Division Police (subaward)	97,817	135,102	40-ICJRP-BP	July 31, 2024
Franklin County Municipal Court (subaward)	213,426	276,157	30-ICJRP-BP	July 31, 2024
Nationwide Children's Hospital Research Institute (contract)	45,509	72,192	60-ICJRP-BP	July 31, 2024

WHEREAS, these contract modifications are 100% funded through the 2020 ICJR award and have no fiscal impact on the County's general fund budget; now, therefore,

Resolution No. 0568-23

July 18, 2023

Resolution authorizing the County Administrator to approve the following contract modifications: 1) extend project period for the County's 2020 Office on Violence Against Women Improving Criminal Justice Response (ICJR) grant award through September 30, 2024; 2) use approved grant funds to increase ICJR subrecipient award contracts issued to the Columbus City Attorney, the Columbus Division of Police, Franklin County Municipal Court and Nationwide Children's Hospital Research Institute; 3) approve extending aforementioned ICJR contracts through July 31, 2024. (OJPP)

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

That the County Administrator is hereby authorized pursuant to section 305.30 of the Revised Code to sign off on the sub-grant and contract modifications.

Prepared by: Elizabeth Owens

cc: Commissioners-OMB
OJPP

SIGNATURE SHEET

Resolution No. 568-23

July 18, 2023

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE THE FOLLOWING CONTRACT MODIFICATIONS: 1) EXTEND PROJECT PERIOD FOR THE COUNTY'S 2020 OFFICE ON VIOLENCE AGAINST WOMEN IMPROVING CRIMINAL JUSTICE RESPONSE (ICJR) GRANT AWARD THROUGH SEPTEMBER 30, 2024; 2) USE APPROVED GRANT FUNDS TO INCREASE ICJR SUBRECIPIENT AWARD CONTRACTS ISSUED TO THE COLUMBUS CITY ATTORNEY, THE COLUMBUS DIVISION OF POLICE, FRANKLIN COUNTY MUNICIPAL COURT AND NATIONWIDE CHILDREN'S HOSPITAL RESEARCH INSTITUTE; 3) APPROVE EXTENDING AFOREMENTIONED ICJR CONTRACTS THROUGH JULY 31ST, 2024.

(JPU - Justice Policy and Programs)

Upon the motion of Commissioner Erica C. Crawley, seconded by Commissioner Kevin L. Boyce:

Voting:

John O'Grady, President	Aye
Kevin L. Boyce	Aye
Erica C. Crawley	Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Brittany Razek, Clerk
Board of County Commissioners
Franklin County, Ohio

RESOLUTION SUMMARY

Office of Justice Policy and Programs

General Session Date: July 18, 2023

Resolution authorizing the County Administrator to approve the following contract modifications: 1) extend project period for the County's 2020 Office on Violence Against Women Improving Criminal Justice Response (ICJR) grant award through September 30, 2024; 2) use approved grant funds to increase ICJR subrecipient award contracts issued to the Columbus City Attorney, the Columbus Division of Police, Franklin County Municipal Court and Nationwide Children's Hospital Research Institute; 3) approve extending aforementioned ICJR contracts through July 31st, 2024.

This resolution is presented to the Board of Commissioners for approval of contract modifications to one, Extend the project period for the County's 2020 Office on Violence Against Women Improving Criminal Justice Response (ICJR) grant award through September 30, 2024 (Resolution 0689-20), two, approve increasing ICJR subrecipient awards issued to Columbus City Attorney (Resolution 0402-21), Columbus Division of Police (Resolution 0637-21, Resolution 0426-22), Franklin County Municipal Court (Resolution 0637-21) and Nationwide Children's Hospital Research Institute (Resolution 0637-21), and lastly, approve extending aforementioned ICJR subrecipient awards through July 31st, 2024.

On October 6th, 2020 the Board of Commissioners passed Resolution 0689-20 authorizing the acceptance of a three-year \$900,000 *2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking (ICJR)* grant from the U.S. Department of Justice and the Office for Violence Against Women.

To fulfill project objectives, the Office of Justice Policy and Program worked with the Board of Commissioners to authorize a series of grant funded contracts:

- On May 25, 2021, the Board of Commissioners passed Resolution 0402-21 authorizing an ICJR subaward to the Columbus City Attorney.
- August 17, 2021 the Board of Commissioners passed Resolution 0637-21 authorizing ICJR subawards to the Columbus Division of Police and Franklin County Municipal Court and a service contract to The Research Institute and Nationwide Children's Hospital.
- May 31, 2022 the Board of Commissioners passed Resolution 0426-22 increasing the Columbus Division of Police's ICJR subaward.

To address emerging project needs identified through the implementation process, OJPP requests additional modifications to ICJR subrecipient contracts. These modifications were reviewed and approved by the U.S. Department of Justice and the Office for Violence

Against Women.

- 1) Extend the 2020 ICJR grant project period through September 30, 2024 (OVW Grant Award Modification 572942).
- 2) Increase contracts amounts for existing project partners according to the funding table below (OVW Grant Award Modification 573005).
- 3) Extending contract periods through July 31, 2024 (OVW Grant Award Modification 572942 & 573005).

IMPLEMENTING AGENCY	CURRENT AWARD/CONTRACT	REVISED AWARD/CONTRACT	GRANT/CONTRACT	CY23 PO
Columbus City Attorney	193,748	275,052	20-ICJRP-BP	85,653
Columbus Division Police (subaward)	97,817	135,102	40-ICJRP-BP	65,660
Franklin County Municipal Court (subaward)	213,426	276,157	30-ICJRP-BP	149,758
Nationwide Children's Hospital Research Institute (contract)	45,509	72,192	60-ICJRP-BP	29,724

As stated above, the requested modifications were submitted to and approved by the U.S. Department of Justice and the Office for Violence Against Women. The federal project extension and budget adjustment modification approvals are included below.

OVW Grant Award Modification 570093 & 572942 approvals

Screenshots from the federal JustGrants grants management system:

∨ In Progress GAMs

FAW-30465

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
No Items					

∨ Completed GAMs

FAW-30465

< 1 2

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
GAM-570093	Resolved-Completed	Programmatic	Programmatic Costs	mspierson@franklincountyohio.gov	1/19/23 12:05 PM
GAM-572942	Resolved-Completed	Project Period Extension		bridget.decrane@franklincountyohio.gov	3/28/23 1:56 PM

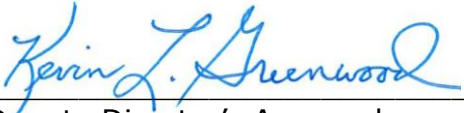
No Items

Completed GAMs

FAW-30465

1 2 >

GAM ID	Status	Type of Award Change	Award Change Subtype	Originated by	Last Modified Date
GAM-573005	Resolved-Completed	Financial	Budget Modification	bridget.decrane@franklincountyohio.gov	6/16/23 10:41 AM
GAM-259020	Resolved-Completed	Financial	Budget Clearance	ALANDA.THOMAS@USDOJ.GOV	1/20/23 6:13 PM
GAM-572943	Resolved-Withdrawn	Financial	Budget Modification	bridget.decrane@franklincountyohio.gov	3/18/23 1:15 PM
GAM-555860	Resolved-Completed	Programmatic	Programmatic Costs	mspierson@franklincountyohio.gov	3/3/22 10:30 AM
GAM-559006	Resolved-Completed	Programmatic	Programmatic Costs	mspierson@franklincountyohio.gov	5/11/22 4:13 PM



Deputy Director's Approval

July 5, 2023

Date



SUBGRANT ADJUSTMENT NOTICE

SUBGRANT PROGRAM: <u>OVV ICJR 2020-WE-AX-0016</u>		PAGE <u>1</u> OF <u>2</u>	
1. SUBGRANTEE NAME & ADDRESS (including zip) Columbus City Attorney 77 North Front Street, 4th Floor Columbus, Ohio 43215		3. SUBGRANT NUMBER: <u>20-ICJRP-BP</u>	
1a. SUBGRANT IRS/VENDOR#: <u>N/A</u>		5. DATE: 	
2. PROJECT TITLE: <u>ICJR Blueprint- Project Management</u>		6. CHANGE PROCESSED BY: <u>Kevin Greenwood</u>	
SECTION I. DEOBLIGATIONS & REOBLIGATIONS			
REASON FOR CHANGE: Reobligation of funding- add \$81,304 for a total subaward of \$275,052		7. PREVIOUS SUBGRANT AMOUNT: <u>193,748.00</u>	
		8. DEOBLIGATION OR REOBLIGATION: <u>81,304.00</u>	
		9. ADJUSTED AWARD AMOUNT: <u>275,052.00</u>	
SECTION II. CHANGES			
10. PROJECT DIRECTOR AND/OR AUTHORIZED OFFICIAL'S NAME:			
FROM <u>Melissa Pierson, Chief Operating Officer Franklin County Office of Justice Policy and Programs/CASA</u>		TO <u>Zach Klein, Columbus City Attorney</u>	
11. CHANGE SUBGRANT PERIOD:			
FROM <u>4/1/2021 to 9/30/2023</u>		TO <u>4/1/2021 to 7/31/2024</u>	
SECTION III. OTHER ADJUSTMENTS AND INFORMATION			
13. ADDITIONAL COMMENTS: This sub-grant adjustment obligates an additional \$81,304 in 2020 U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Response program funding to the Columbus City Attorney's Office. Sub-grant funds support Blueprint for Safety project management services. The Franklin County Office of Justice Policy and Programs desires to modify the sub-grant award amount. The grant award period is also extended to September 30, 2024. This modification was approved by the U.S. Department of Justice's Office on Violence Against Women.			
14. TYPED NAME & TITLE OF AUTHORIZED OFFICIAL		15. SIGNATURE OF AUTHORIZED OFFICIAL	
<u>Zach Klein, Columbus City Attorney</u>			

16. Kenneth N. Wilson
County Administrator
Authorized Official, Franklin County

Signature of Authorized Official

07/18/2023

APPROVED AS TO FORM:

G. GARY TYACK
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

BY Jeanne Humer
ASSISTANT PROSECUTING ATTORNEY

6-30-23

cond. based on Mes and BOC - county Admin signature

Columbus City Attorney	193,748
Increase by (detail below)	81,304
Total of New Contract- Subaward	275,052

Increase contract for the following services	Unit- Hours	Cost per Unit	Total	Notes
Establish a Therapy Dog Program within the City Attorney's Domestic Violence and stalking Unit	See detail below	See detail below	\$6,304.00	See detail below
Grant project management hours	1207.73	\$62.10	\$75,000.00	Provide up to 1,208 hours of additional project management on grant. Rate \$52.64 plus 17.95% fringe rate (14% OPERS Pension, 1.45% Medicare, 2.5% Workers Compensation, no insurance)

\$81,304.00

Resolution No. 0402-21

May 25, 2021

Resolution approving a contract for services with the Columbus City Attorney’s Office for project management related to the FY 2020 Improving Criminal Justice Responses Program grant award from the Office on Violence Against Women (OJPP \$193,748.00)

WHEREAS, the United States Department of Justice (DOJ), Office on Violence Against Women (OVW) authorized funding to encourage local governments and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system to ensure victim safety; and

WHEREAS, Franklin County in collaboration with the Columbus City Attorney’s Office and multiple system partners applied for and received funding through OVW’s *FY2020 Improving Criminal Justice Responses* grant program to support a systemwide comprehensive review and mapping of current interagency policies, protocols, case processing procedures and information sharing as it relates to cases of domestic violence and interpersonal violence with the goals of enhancing victim safety, promoting offender accountability and developing a more cohesive and coordinated community response; and

WHEREAS, the Columbus City Attorney’s Office will provide project management and grants management support related to implementation of the *Blueprint to Safety Initiative* through September 30, 2023, and

WHEREAS, the Franklin County Prosecutor’s Office has reviewed the contract and found it to be acceptable as to form.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

The attached contract and purchase order are hereby approved for the agency listed below with compensation not to exceed the total contract amount:

Agency	Total Contract	CY21 PO
Columbus City Attorney’s Office	\$193,748	\$100,000

Prepared by: Melissa Pierson

cc: Commissioners - OMB
Columbus City Attorney’s Office

SIGNATURE SHEET FOLLOWS

SIGNATURE SHEET

Resolution No. 402-21

May 25, 2021

RESOLUTION APPROVING A CONTRACT FOR SERVICES WITH THE COLUMBUS CITY ATTORNEY'S OFFICE FOR PROJECT MANAGEMENT RELATED TO THE FY 2020 IMPROVING CRIMINAL JUSTICE RESPONSES PROGRAM GRANT AWARD FROM THE OFFICE ON VIOLENCE AGAINST WOMEN.

(JPU - Justice Policy and Programs)

Upon the motion of Commissioner John O'Grady, seconded by Commissioner Kevin L. Boyce:

Voting:

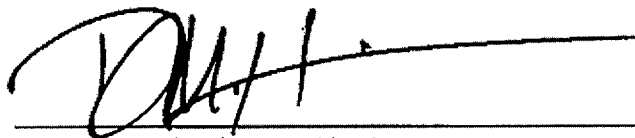
Kevin L. Boyce, President
John O'Grady
Dawn Tyler Lee

Aye
Aye
Abstain

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Dean Hindenlang, Clerk
Board of County Commissioners
Franklin County, Ohio

RESOLUTION SUMMARY
Office of Justice Policy and Programs

General Session Date: May 25, 2021

Resolution approving a contract for services with the Columbus City Attorney's Office for project management related to the FY 2020 *Improving Criminal Justice Responses Program* grant award from the Office on Violence Against Women

Franklin County OJPP in collaboration with the Columbus City Attorney's Office and several other community partner agencies applied for and received an FY 2020 Improving Criminal Justice Responses Program (ICJRP) grant award in the amount of \$900,000 to support a systemwide comprehensive review of current interagency protocols, policies, case processing procedures and information sharing as it relates to the crimes of domestic violence, dating violence, sexual assault and stalking.

The ICJRP will complement current efforts underway by system partners engaged in the Firearms Technical Assistance Project (FTAP) which is designed to help communities implement policies, protocols, and promising practices to prevent abusers from having access to firearms in domestic violence cases. Transition from the FTAP initiative to the ICJRP is a natural nexus and supports a broader scope of review as it relates to domestic violence and interpersonal violence response practices. Other committed community partners include CHOICES, the Nationwide Center for Family Safety and Healing, Columbus Police, the Franklin County Sheriff's Office, Prosecutor's Offices, Public Defender's Office, and Probation Departments.

Given the breadth and importance of this initiative, the Columbus City Attorney's Office has agreed to provide staffing to support project management and some grants administration functions through September 30, 2023. Funding from the ICJRP in the amount of \$193,748 will support this partnership. To support anticipated expenses for FY2021, a purchase order in the amount of \$100,000 was opened.

Melissa Pierson
Chief Operating Officer Approval

May 10, 2021
Date

CONTRACT

This agreement, made and concluded at Columbus, Ohio, this day May 25, 2021, between the Board of County Commissioners of Franklin County, Ohio, 373 South High Street, (hereinafter the Fiduciary), and **Columbus City Attorney's Office** (hereinafter the Sub-Recipient and Implementing Agency), **77 N. Front Street, 4th floor, Columbus, Ohio, 43215.**

WITNESSETH

The following are conditions of this agreement:

1. This agreement is in regard to the FY 2020 Improving Criminal Justice Responses Subgrant Award Number **20-ICJRP-BP (entitled "Blueprint to Safety Initiative")** only, as awarded by the Franklin County Board of Commissioners. This subgrant award is issued in response to a discretionary grant issued by the Office on Violence Women to the Franklin County Board of Commissioners. As the Local Criminal Justice Coordinating Council for Franklin County, the Office of Justice Policy and Programs shall be responsible for monitoring the Implementing Agency's compliance with this agreement.
2. This agreement shall commence **upon approval of the sub-grant award by the Franklin County Board of Commissioners and final approval and clearance from the Office on Violence Against Women to obligate, expend and drawdown award funding** and shall terminate on **September 30, 2023**, unless extended by a Subgrant Adjustment Notice.
3. The application for this Subgrant submitted by the Implementing Agency to the Office of Justice Policy and Programs, including activities related to project management of the *Blueprint to Safety Initiative*, community engagement, resource management and grants management as directed by the Franklin County Office of Justice Policy and Programs are incorporated into this agreement by reference.
4. The Implementing Agency hereby agrees to provide the services and achieve the objectives described in the application, and to adhere to all Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
5. From the Subgrant monies provided it by the Office on Violence Against Women, the Fiduciary shall make payments to the Implementing Agency based on monthly or quarterly vouchers submitted to the Office of Justice Policy and Programs.
6. Payments made by the Fiduciary to the Implementing Agency shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
7. The total amount of payments to be issued to the Implementing Agency under this agreement shall not exceed **one hundred ninety three thousand, seven hundred forty-eight dollars (\$193,748.00)** or such other amount awarded under a revised Subgrant award.
8. The Implementing Agency shall NOT be responsible for providing a match, over and above the amount provided by the Fiduciary during the period of this agreement.

9. The Implementing Agency shall allow access to any books, documents, papers, and records that are pertinent to the Subgrant received, for the purposes of audit, evaluation, or examination, to the following entities:
1. The Fiduciary
 2. Office on Violence Against Women or authorized representative
 3. Comptroller General of the United States
 4. Office of Criminal Justice Services
 5. Auditor of State of Ohio
 6. Franklin County Auditor
 7. Franklin County Office of Justice Policy and Programs
 8. Any other entity entitled by applicable law

Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Subgrant Conditions of the Subgrant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Implementing Agency must also receive prior written approval from the Office of Justice Policy & Programs prior to the disposal of any Subgrant records, documents, or files.

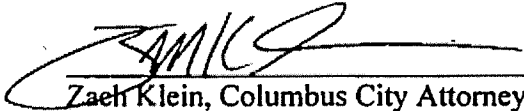
10. All persons compensated with funds pursuant to this agreement are to be deemed employees or agents of the Implementing Agency. Accordingly, the Implementing Agency shall be responsible for employment related claims.
11. Either party may cancel completely the obligations delineated in this agreement by giving the other party sixty (60) days written notice.
12. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
13. Upon cancellation or termination of this contract pursuant to Paragraphs 11 and 12 of this contract, the Implementing Agency shall be reimbursed only for approved budget expenses that were incurred on or before the date that the notice of cancellation or termination was received by the Implementing Agency. The Implementing Agency shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received by the Implementing Agency unless such expenses are first approved by the Office of Justice Policy and Programs in writing. No other amounts shall be paid by the parties as damages under this agreement.
14. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice. Any request for a contract extension must be made in writing by the Implementing Agency to the Office of Justice Policy & Programs at least thirty (30) days prior to the termination date.

15. The Office of Justice Policy and Programs may place the Implementing Agency on probation or suspend Subgrant payments to the Agency if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the approved Subgrant application, or determines that the Agency is not complying with any condition of this contract or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award, or in violation of any federal, state, or local law.
16. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.
17. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.
18. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.
19. The Implementing Agency's governing body (i.e. elected official, board of directors) has the ultimate fiscal, policy, and administrative responsibility for the Implementing Agency's programs and staff actions. In all cases, the Fiduciary will view the governing body as the ultimate authority and responsible party.
21. The Implementing Agency agrees to participate in a program evaluation process that will be established by the Office on Violence Against Women, its assigned technical assistance providers, and the Office of Justice Policy and Programs to provide information and data necessary to measure program outcomes.
22. The Implementing Agency shall submit quarterly fiscal reports of Subgrant expenditures to the Office of Justice Policy & Programs. Quarterly fiscal reports will be due on the last day of the month following the end of the reporting quarter. The Implementing Agency will be required to submit performance data as requested by the Office of Justice Policy & Programs. The reporting format shall be prescribed by the Office of Justice Policy & Programs. The Implementing Agency may request reimbursement for expenses as authorized by this agreement on a monthly and/or quarterly basis.

IN WITNESS WHEREOF, Zach Klein, Columbus City Attorney has hereunto set his hand to this agreement on the day and year first written above.

IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners

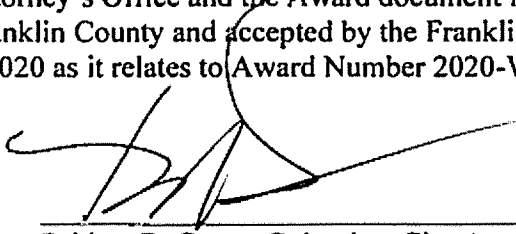


Zach Klein, Columbus City Attorney
City of Columbus, OH

Marilyn Brown, Commissioner
Fr. Co. Board of Commissioners


John O'Grady, Commissioner
Fr. Co. Board of Commissioners

The assigned Project Coordinator for this award certifies he/she has reviewed this sub-grant award document issued to the Columbus City Attorney's Office and the Award document issued by the Office on Violence Against Women to Franklin County and accepted by the Franklin County Board of Commissioners on October 6, 2020 as it relates to Award Number 2020-WF-AX-0016.



Bridget DeCrane, Columbus City Attorney
Assigned Project Coordinator

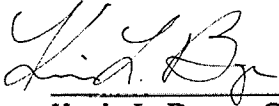
Approved as to form:
Gary Thack
Prosecuting Attorney
Franklin County, Ohio

By: 

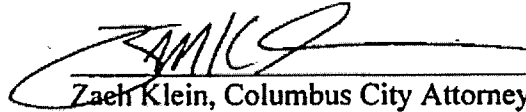
Date: 1.21.21

IN WITNESS WHEREOF, Zach Klein, Columbus City Attorney has hereunto set his hand to this agreement on the day and year first written above.

IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

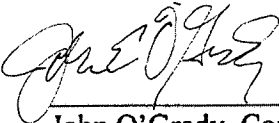


Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners



Zach Klein, Columbus City Attorney
City of Columbus, OH

~~Marilyn Brown~~, Commissioner
Fr. Co. Board of Commissioners



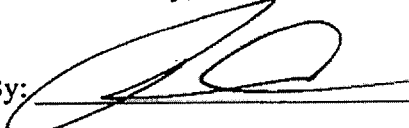
John O'Grady, Commissioner
Fr. Co. Board of Commissioners

The assigned Project Coordinator for this award certifies he/she has reviewed this sub-grant award document issued to the Columbus City Attorney's Office and the Award document issued by the Office on Violence Against Women to Franklin County and accepted by the Franklin County Board of Commissioners on October 6, 2020 as it relates to Award Number 2020-WF-AX-0016.



Bridget DeCrane, Columbus City Attorney
Assigned Project Coordinator

Approved as to form:
GARY TRACK
Prosecuting Attorney
Franklin County, Ohio

By: 

Date: 1.21.21

CERTIFICATE OF NON-SUPPLANTING

IMPLEMENTING AGENCY: Columbus City Attorney's Office **AWARD DATE:** January 1, 2021

SUBGRANT NUMBER: 20-ICJRP-BP

AWARD AMOUNT-FEDERAL FUNDS: \$ 193,748

In order to fulfill the requirements of M 7100 and Standard Federal Subgrant Conditions concerning non-supplanting of funds, this non-supplanting certificate form is enclosed for signature. This form must be signed and returned to the Office of Justice Policy & Programs/MCCJSA before funds will be released to the Implementing Agency.

I hereby certify that this organization/agency has complied with non-supplanting.



Signature of Authorized Official

Zach Klein, Columbus City Attorney

Typed Name and Title of Official

1/14/21

Date of Signature

SPECIAL CONDITIONS

Implementing Agency is advised that the Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Justice Policy and Programs (OJPP) policies do not allow for the indefinite funding of programs. Therefore, the Implementing Agency must look to other funding sources for future funding of this program. Approval of this subgrant in no way assures funding of this program in future years.

Implementing Agency shall provide any project information, documents, or files that may be reasonably required for monitoring, assessment, evaluation, and audit purposes, to the MCCJSA/OJPP, Franklin County, or Office on Violence Against Women upon request.

For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred.

Implementing Agency is responsible for promptly notifying the MCCJSA/OJPP of any changes in program or fiscal personnel, project budget, program activities, or objectives. Modifications to program activities, objectives, or the project budget require prior authorization by the MCCJSA/OJPP.

Implementing Agency shall maintain documentation of all program expenses and activities. Documentation of expenses shall include, but not be limited to, employee time records (including signature of employee and supervisor), travel reports, invoices, contracts, inventory reports, receipts, bills, and corresponding canceled checks or warrants. Documentation of program activities shall include, but not be limited to, intake forms, progress reports, staff notes, committee briefs, referral forms, and other written materials relevant to program activities.

MCCJSA/OJPP may suspend funding or place on probationary status any project determined to not be in compliance with the Standard Federal Subgrant Conditions Handbook (available at www.ocjs.ohio.gov/funding/reports.htm), Special Conditions of this Subgrant award, or any condition of the contract for services. The MCCJSA/OJPP shall promptly notify the Implementing Agency of any suspension or probation in writing. Implementing Agency shall implement corrective action recommended by the MCCJSA/OJPP after receiving notice or face cancellation of the Subgrant. The MCCJSA/OJPP also reserves the right not to reimburse the Implementing Agency for inadequately documented or unauthorized budget expenses.

Implementing Agency agrees to participate in a program evaluation process, which will be established by the MCCJSA/OJPP or the Office on Violence Against Women, and to provide information and data necessary to measure program outcomes.

MCCJSA/OJPP staff may conduct periodic visits to the locations where services are provided by the Implementing Agency and to the administrative offices of the Implementing Agency. As part of the monitoring process, the Implementing Agency shall allow OJPP staff to have access to clients participating in the program as well as staff being paid under the grant.

Subgrant certified assurances (Non-Supplanting, Fidelity Bonding) and the approved subgrant application are attached and are incorporated as part of this Subgrant award, if applicable.

The MCCJSA/OJPP, at its discretion, may withhold subgrant payments to the Implementing Agency where

the Implementing Agency is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the MCCJSA/OJPP.

Implementing Agency agrees to provide the services described in the approved subgrant application and to make all reasonable efforts to achieve the stated objectives of the application. The MCCJSA/OJPP may suspend payments, place on probation, or terminate funding to any project that is not providing the level of service or substantially achieving the objectives that are described in the approved subgrant application.

This Subgrant shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the subgrant period must be made by the Implementing Agency in writing to OJPP at least thirty (30) days prior to the scheduled termination date.

In the event that an authorized government entity, or its agent, having responsibility for conducting an audit of the subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.

Implementing Agency shall comply with all applicable provisions, standards, and requirements of the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking funding directives.

Any published materials relevant to the activities of this program shall recognize the Franklin County Commissioners' Office as grantor. Suggested language to meet this criterion is as follows:

“This (brochure, report, conference, etc.) was made possible through Grant Number _____ (fill in grant number) authorized by the Franklin County Commissioners' Office with funding awarded by OVW.”

“The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Franklin County Commissioners or OVW.”

All reports or proposed publications funded by this agreement should be forwarded to the Franklin County Office of Justice Policy and Programs (OJPP) for review and approval (20) days prior to public release, publication, or distribution.

Implementing Agency must comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Agencies receiving \$750,000.00 or more in federal assistance (from all sources) must have an audit of federal grant funds received conducted which complies with the provisions of this circular. Implementing Agency shall provide a copy of such audit to OJPP within 90 days of the issuing of the final audit report. In addition, the Implementing Agency shall comply with any additional audit requirements that may be implemented by OJPP or Franklin County.

Implementing Agency is required to maintain records that clearly show the source, the amount and timing of all matching contributions, and any other funds, in excess of the required match, which are utilized by the project. In addition, each funding source utilized in program implementation must be accounted for separately, and provide a clear audit trail by source.

Implementing Agency will be required to produce and maintain certifiable documentation of new funds

which will be committed to the program, showing the rates and extent of the time committed for each match cost line item in the approved budget. Following documentation of commitment, formal accounting records of expenditures and disbursements for match must be kept which clearly show the timing and source of the match funds.

Implementing Agency is also required to maintain time records in support of the financial records, especially in cases where staff persons are to be assigned part-time to project activities. The Implementing Agency must be able to clearly document the amount of time that each staff person spends exclusively on approved project activities (i.e. separate time records).

Pursuant to 23 USC 402 - 403 and 29 USC 668, each recipient agency, of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on the job seat belt policies and programs for their employees, contractors and sub recipients when operating company-owned, rented or personally owner vehicles.

The policy of OJPP is not to make new awards to applicants who are not in compliance with the audit requirements.

Implementing Agency must have an effective system for property and equipment management and must tag said property or equipment upon acquisition to identify the origin of funds used for its purchase.

Implementing Agency must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, by ensuring meaningful access to their programs and activities by persons with limited English proficiency. The Implementing Agency shall certify that the following compliance documentation is maintained: statistical data on the number or proportion of LEP persons served. For detailed information on this Act, please refer to www.lep.gov.

- a) Agencies that meet or exceed the threshold for the necessity of providing written translation must provide verification to the Franklin County Office of Justice Policy and Programs that all written materials are translated into the specific language of that LEP population.
- b) Pursuant to 42 U.S.C. 2000d, each recipient agency, of Federal contracts, subcontracts and grants though the Department of Justice shall encourage the adoption of standard written policies and procedures that detail their response to serving persons of LEP. The policies and procedures should include methods of staff training and a schedule of periodic review for validity.

The Implementing Agency must comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013. P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

Anti-Discrimination Clause

Pursuant to section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: That in the hiring of employees for the performance of work under the contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, 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 contract relates; and

That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry. Except when pre-empted by Federal statute and/or federal grant guidelines, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

Equal Treatment Regulation

The grantee agrees to comply with the applicable requirements of 28 C.F.R. part 38, the U.S. Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or an Implementing Agency must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Non Discrimination Grant Condition

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women. The VAWA nondiscrimination grant condition provides an exception to the prohibition on sex discrimination in certain instances: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published in Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, PLEASE REVIEW REGULATION AS INDICATED)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Zach Klein, Columbus City Attorney

Name and Title of Authorized Representative


Signature

1/14/21
Date

Columbus City Attorney's Office

Name of Organization

77 N. Front Street, Columbus, Ohio 43215

Address of Organization



FRANKLIN COUNTY

PURCHASE ORDER PROOF LIST

Batch Code s20213 Clerk sasabree

PO #	VENDOR NAME	PO DATE	DUE DATE	YEAR	PP	ORG	OBJ	PROJ	ENCUMBRANCE	PO TOTAL
11326000-00	810020 COLUMBUS CITY TREASURER	01/19/21	02/02/21	2021-02						
LN# 001	FY2020 BLUEPRINT; PO ESTABLISHED TO ADMINISTER THE FY2020 BLUEPRINT GRANT TO SUPPORT AN AWARD TO THE COLUMBUS CITY ATTORNEY'S OFFICE FOR PROJECT MANAGEMENT AND GRANT COORDINATION; NGF	1.0	EACH			83130300	553000	20BLU	100000.00	100000.00
										100000.00
11326000-00	810020 COLUMBUS CITY TREASURER	01/19/21	02/02/21	2021-02						
LN# 001	2018 SAMHSA; PO ESTABLISHED ADMINISTER THE FY 2018 SAMHSA GRANT TO SUPPORT A PROFESSIONAL SERVICES CONTRACT WITH MIGHTY CORM MEDIA FOR EVALUATION SERVICES; NGF	1.0	EACH			83131400	556000	18SAM	30000.00	30000.00
										30000.00
11326000-00	810020 COLUMBUS CITY TREASURER	01/19/21	02/02/20	2021-02						
LN# 001	18SAM; PO ESTABLISHED TO ADMINISTER THE FY 2018 SAMHSA GRANT TO SUPPORT A PROFESSIONAL SERVICES CONTRACT WITH MIGHTY CORM MEDIA FOR EVALUATION SERVICES; NGF	1.0	EACH			83131400	553000	18SAM	10000.00	10000.00
										10000.00
PURCHASE ORDERS LISTED FOR BATCH: s20213										ENCUMBRANCE TOTAL: 140000.00



FRANKLIN COUNTY

SUMMARY BY ACCOUNT

REMAINING

EFF DATE	ORG	OBJ	PROJ	ACCOUNT NAME	JOURNAL	ENCUMBRANCE	BUDGET
02/02/2021	83130300	553000	20BLU	GRANTS-TO OTHER GOVTS	2021-02-0000507	100000.00	1523246.59
02/02/2021	83131400	553000	18SAM	GRANTS-TO OTHER GOVTS	2021-02-0000507	10000.00	1523246.59
02/02/2021	83131400	556000	18SAM	GRANTS-TO OTHER PROVIDERS	2021-02-0000507	30000.00	1523246.59
TOTAL						140000.00	



FRANKLIN COUNTY

JOURNAL ENTRIES

CLERK: sasabree

YEAR PER	JNL	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC				
2021	2	507											
POE	83130300	-553000	-20BLU		810020	11326000		GRANTS-TO OTHER GOVTS		4		100,000.00	
	02/02/2021	PO ENT/PRF						CON RES PO>>>>GRANTS TO OTHER					
POE	83131400	-553000	-18SAM		810020	11327024		GRANTS-TO OTHER GOVTS		4		10,000.00	
	02/02/2021	PO ENT/PRF						CON RES PO>>>>GRANTS TO OTHER					
POE	83131400	-556000	-18SAM		801719	11327023		GRANTS-TO OTHER PROVIDERS		4		30,000.00	
	02/02/2021	PO ENT/PRF						CON RES PO<<<<<PURCHASE ON BEH					
												.00	.00
POE	2083-291100							ENCUMBRANCES				140,000.00	
	02/28/2021	PO ENTRY											
POE	2083-391100							BUDGETARY FUND BAL RES FOR ENC				140,000.00	
	02/28/2021	PO ENTRY											
								SYSTEM GENERATED ENTRIES TOTAL				140,000.00	140,000.00
								JOURNAL 2021/02/507				140,000.00	140,000.00
								TOTAL					

FRANKLIN COUNTY

JOURNAL ENTRIES



FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
2083	JUSTICE PROGRAMS (13)	2021	2	507	02/28/2021		
	2083-291100				ENCUMBRANCES	140,000.00	
	2083-391100				BUDGETARY FUND BAL RES FOR ENC		140,000.00
					FUND TOTAL	140,000.00	140,000.00

** END OF REPORT - Generated by Sharon A Sabree **



SUBGRANT ADJUSTMENT NOTICE

SUBGRANT PROGRAM: <u>OVW ICJR 2020-WE-AX-0016</u>		PAGE <u>1</u> OF <u>2</u>	
1. SUBGRANTEE NAME & ADDRESS (including zip) Columbus Division of Police 120 Marconi Blvd. Columbus, Ohio 43215		3. SUBGRANT NUMBER: <u>40-ICJRP-BP</u>	
1a. SUBGRANT IRS/VENDOR#: N/A		4. ADJUSTMENT NUMBER: <u>2</u>	
2. PROJECT TITLE: <u>ICJR Blueprint- CPD SERT Escorts</u>		5. DATE:	
6. CHANGE PROCESSED BY: <u>Kevin Greenwood</u>			
SECTION I. DEOBLIGATIONS & REOBLIGATIONS			
REASON FOR CHANGE: Reobligation of funding- add \$37,285 for a total subaward of \$135,102 <i>NOTE: initial subaward was \$50,907. The award was increase by \$46,909 to \$97,817 per LC resolution no. 0426-22.</i>		7. PREVIOUS SUBGRANT AMOUNT: <u>97,817.00</u>	
		8. DEOBLIGATION OR REOBLIGATION: <u>37,285.00</u>	
		9. ADJUSTED AWARD AMOUNT: <u>135,102.00</u>	
SECTION II. CHANGES			
10. PROJECT DIRECTOR AND/OR AUTHORIZED OFFICIAL'S NAME:			
FROM <u>Melissa Pierson, Chief Operating Officer Franklin County Office of Justice Policy and Programs/CASA</u>		TO <u>Kate McSweeney-Pishotti, City of Columbus Public Safety Director</u>	
11. CHANGE SUBGRANT PERIOD:			
FROM <u>4/1/2021 to 9/30/2023</u>		TO <u>4/1/2021 to 7/31/2024</u>	
SECTION III. OTHER ADJUSTMENTS AND INFORMATION			
13. ADDITIONAL COMMENTS: This sub-grant adjustment obligates an additional \$37,285 in 2020 U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Response program funding to Columbus Division of Police. Sub-grant funds will support overtime pay for police escorts accompanying Strategic Enforcement Response Team (SERT) probation officers on field visits for high-risk domestic violence offenders. The Franklin County Office of Justice Policy and Programs desires to modify the sub-grant award amount. The grant award period is extended to September 30, 2024. This modification was approved by the U.S. Department of Justice's Office on Violence Against Women.			
14. TYPED NAME & TITLE OF AUTHORIZED OFFICIAL		15. SIGNATURE OF AUTHORIZED OFFICIAL	
<u>Kate McSweeney-Pishotti, City of Columbus Public Safety Director</u>			

16. Kenneth N. Wilson
County Administrator
Authorized Official, Franklin County

Signature of Authorized Official

Kenneth N. Wilson

07/18/2023

APPROVED AS TO FORMS:

*conditioned on Resolution
amendment and BOCOR CA
signature*

G. GARY TYACK
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

BY Jeanne Humes 6/30/23
ASSISTANT PROSECUTING ATTORNEY

OVW ICJR 2020-WE-AX-0016

Columbus Division of Police	\$97,817
Increase by (detail below)	\$37,285
Total of New Contract- Subaward	\$135,102

Note initial subaward was \$50,907. Award was increased by \$46,909 to \$97,817

Increase contract for the following services	Unit - Hours	Cost per U	Total	Notes
Officer overtime for SERT escorts	439	\$85	\$37,285	Provide up to 439.43 additional hours of overtime for SERT escorts. Average OT rate \$69.04 plus 24.7% fringe rate (20.75% OPERS Pension + City Pension Pick up, 1.45% Medicare, 2.5% Workers Compensation, no insurance)
			\$37,285	

CONTRACT

This agreement, made and concluded at Columbus, Ohio, this day, **April 1, 2021**, between the Board of County Commissioners of Franklin County, Ohio, 373 South High Street, (hereinafter the Fiduciary), and the City of Columbus - **City of Columbus- Division of Police** (hereinafter the Sub-Recipient and Implementing Agency), **90 West Broad Street, Columbus, Ohio 43215**

WITNESSETH

The following are conditions of this agreement:

1. This agreement is in regard to the FY 2020 Improving Criminal Justice Responses Subgrant Award Number **40-ICJRP-BP, CFDA # 16.590 (entitled "Blueprint for Safety: An Inter-Agency Response to Domestic Violence")** only, as awarded by the Franklin County Board of Commissioners. This subgrant award is issued in response to a discretionary grant issued by the Office on Violence Women to the Franklin County Board of Commissioners. As the Local Criminal Justice Coordinating Council for Franklin County, the Office of Justice Policy and Programs shall be responsible for monitoring the Implementing Agency's compliance with this agreement.
2. This agreement shall commence **upon approval of the sub-grant award by the Franklin County Board of Commissioners and final approval and clearance from the Office on Violence Against Women to obligate, expend and drawdown award funding** and shall terminate on **September 30, 2023**, unless extended by a Subgrant Adjustment Notice.
3. The Memorandum of Understanding submitted by the Implementing Agency to the Office of Justice Policy and Programs, including activities related to project participation and implementation of the *Blueprint to Safety Initiative* as guided by the Franklin County Office of Justice Policy and Programs are incorporated into this agreement by reference. A copy of the sub award scope of work and MOU are included in Appendix A.
4. The Implementing Agency hereby agrees to provide the services and achieve the objectives described in the MOU, and to adhere to all Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
5. From the Subgrant monies provided it by the Office on Violence Against Women, the Fiduciary shall make payments to the Implementing Agency based on monthly or quarterly vouchers submitted to the Office of Justice Policy and Programs.
6. Payments made by the Fiduciary to the Implementing Agency shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
7. The total amount of payments to be issued to the Implementing Agency under this agreement shall not exceed **\$50,907 (fifty thousand nine hundred and seven dollars)** or such other amount awarded under a revised Subgrant award.
8. The Implementing Agency shall **NOT** be responsible for providing a match, over and above the amount provided by the Fiduciary during the period of this agreement.

9. The Implementing Agency shall allow access to any books, documents, papers, and records that are pertinent to the Subgrant received, for the purposes of audit, evaluation, or examination, to the following entities:
1. The Fiduciary
 2. Office on Violence Against Women or authorized representative
 3. Comptroller General of the United States
 4. Office of Criminal Justice Services
 5. Auditor of State of Ohio
 6. Franklin County Auditor
 7. Franklin County Office of Justice Policy and Programs
 8. Any other entity entitled by applicable law

Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Subgrant Conditions of the Subgrant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Implementing Agency must also receive prior written approval from the Office of Justice Policy & Programs prior to the disposal of any Subgrant records, documents, or files.

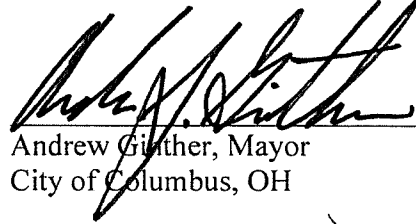
10. All persons compensated with funds pursuant to this agreement are to be deemed employees or agents of the Implementing Agency. Accordingly, the Implementing Agency shall be responsible for employment related claims.
11. Either party may cancel completely the obligations delineated in this agreement by giving the other party sixty (60) days written notice.
12. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
13. Upon cancellation or termination of this contract pursuant to Paragraphs 11 and 12 of this contract, the Implementing Agency shall be reimbursed only for approved budget expenses that were incurred on or before the date that the notice of cancellation or termination was received by the Implementing Agency. The Implementing Agency shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received by the Implementing Agency unless such expenses are first approved by the Office of Justice Policy and Programs in writing. No other amounts shall be paid by the parties as damages under this agreement.
14. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice. Any request for a contract extension must be made in writing by the Implementing Agency to the Office of Justice Policy & Programs at least thirty (30) days prior to the termination date.

15. The Office of Justice Policy and Programs may place the Implementing Agency on probation or suspend Subgrant payments to the Agency if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the approved Subgrant application, or determines that the Agency is not complying with any condition of this contract or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award, or in violation of any federal, state, or local law.
16. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.
17. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.
18. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.
19. The Implementing Agency's governing body (i.e. elected official, board of directors) has the ultimate fiscal, policy, and administrative responsibility for the Implementing Agency's programs and staff actions. In all cases, the Fiduciary will view the governing body as the ultimate authority and responsible party.
21. The Implementing Agency agrees to participate in a program evaluation process that will be established by the Office on Violence Against Women, its assigned technical assistance providers, and the Office of Justice Policy and Programs to provide information and data necessary to measure program outcomes.
22. The Implementing Agency shall submit quarterly fiscal reports of Subgrant expenditures to the Office of Justice Policy & Programs. Quarterly fiscal reports will be due on the fifteen day of the month following the end of the reporting quarter. The Implementing Agency will be required to submit performance data as requested by the Office of Justice Policy & Programs. The reporting format shall be prescribed by the Office of Justice Policy & Programs. The Implementing Agency may request reimbursement for expenses as authorized by this agreement on a monthly and/or quarterly basis.

IN WITNESS WHEREOF, Micheal Woods, Chief of Columbus Police has hereunto set his hand to this agreement on the day and year first written above.

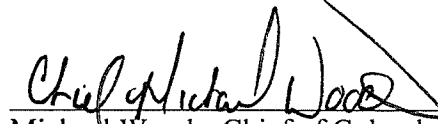
IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners



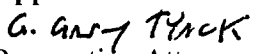
Andrew Githler, Mayor
City of Columbus, OH

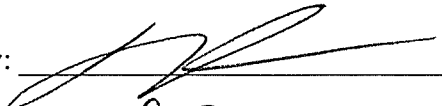
Marilyn Brown, Commissioner
Fr. Co. Board of Commissioners



Micheal Woods, Chief of Columbus Police
City of Columbus, OH

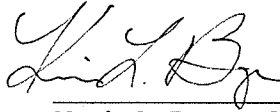
John O'Grady, Commissioner
Fr. Co. Board of Commissioners

Approved as to form:

Prosecuting Attorney
Franklin County, Ohio

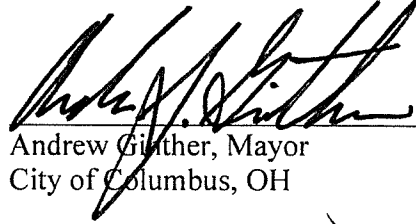
By: 
Date: 8.7.21

IN WITNESS WHEREOF, Micheal Woods, Chief of Columbus Police has hereunto set his hand to this agreement on the day and year first written above.

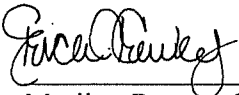
IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.



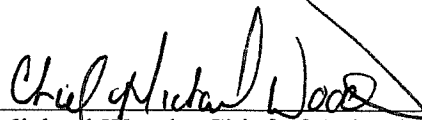
Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners



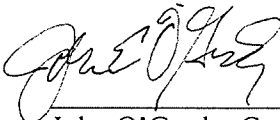
Andrew Githner, Mayor
City of Columbus, OH



~~XXXXXXXXXX~~ Commissioner Erica C. Crawley
Fr. Co. Board of Commissioners




Micheal Woods, Chief of Columbus Police
City of Columbus, OH



John O'Grady, Commissioner
Fr. Co. Board of Commissioners

Approved as to form:

G. Gary Track
Prosecuting Attorney
Franklin County, Ohio

By: 

Date: 8.7.21

CERTIFICATE OF NON-SUPPLANTING

IMPLEMENTING AGENCY: Columbus Division of Police

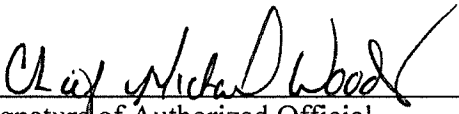
AWARD DATE: April 1, 2021

SUBGRANT NUMBER: 40-ICJRP-BP

AWARD AMOUNT-FEDERAL FUNDS: \$50,907

In order to fulfill the requirements of M 7100 and Standard Federal Subgrant Conditions concerning non-supplanting of funds, this non-supplanting certificate form is enclosed for signature. This form must be signed and returned to the Office of Justice Policy & Programs/MCCJSA before funds will be released to the Implementing Agency.

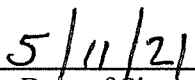
I hereby certify that this organization/agency has complied with non-supplanting.



Signature of Authorized Official

Micheal Woods, Chief of Columbus Police

Typed Name and Title of Official



Date of Signature

SPECIAL CONDITIONS

Implementing Agency is advised that the Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Justice Policy and Programs (OJPP) policies do not allow for the indefinite funding of programs. Therefore, the Implementing Agency must look to other funding sources for future funding of this program. Approval of this subgrant in no way assures funding of this program in future years.

Implementing Agency shall provide any project information, documents, or files that may be reasonably required for monitoring, assessment, evaluation, and audit purposes, to the MCCJSA/OJPP, Franklin County, or Office on Violence Against Women upon request.

For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred.

Implementing Agency is responsible for promptly notifying the MCCJSA/OJPP of any changes in program or fiscal personnel, project budget, program activities, or objectives. Modifications to program activities, objectives, or the project budget require prior authorization by the MCCJSA/OJPP.

Implementing Agency shall maintain documentation of all program expenses and activities. Documentation of expenses shall include, but not be limited to, employee time records (including signature of employee and supervisor), travel reports, invoices, contracts, inventory reports, receipts, bills, and corresponding canceled checks or warrants. Documentation of program activities shall include, but not be limited to, intake forms, progress reports, staff notes, committee briefs, referral forms, and other written materials relevant to program activities.

MCCJSA/OJPP may suspend funding or place on probationary status any project determined to not be in compliance with the Standard Federal Subgrant Conditions Handbook (available at www.ocjs.ohio.gov/funding/reports.htm), Special Conditions of this Subgrant award, or any condition of the contract for services. The MCCJSA/OJPP shall promptly notify the Implementing Agency of any suspension or probation in writing. Implementing Agency shall implement corrective action recommended by the MCCJSA/OJPP after receiving notice or face cancellation of the Subgrant. The MCCJSA/OJPP also reserves the right not to reimburse the Implementing Agency for inadequately documented or unauthorized budget expenses.

Implementing Agency agrees to participate in a program evaluation process, which will be established by the MCCJSA/OJPP or the Office on Violence Against Women, and to provide information and data necessary to measure program outcomes.

MCCJSA/OJPP staff may conduct periodic visits to the locations where services are provided by the Implementing Agency and to the administrative offices of the Implementing Agency. As part of the monitoring process, the Implementing Agency shall allow OJPP staff to have access to clients participating in the program as well as staff being paid under the grant.

Subgrant certified assurances (Non-Supplanting, Fidelity Bonding) and the approved subgrant application are attached and are incorporated as part of this Subgrant award, if applicable.

The MCCJSA/OJPP, at its discretion, may withhold subgrant payments to the Implementing Agency where

the Implementing Agency is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the MCCJSA/OJPP.

Implementing Agency agrees to provide the services described in the approved subgrant application and to make all reasonable efforts to achieve the stated objectives of the application. The MCCJSA/OJPP may suspend payments, place on probation, or terminate funding to any project that is not providing the level of service or substantially achieving the objectives that are described in the approved subgrant application.

This Subgrant shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the subgrant period must be made by the Implementing Agency in writing to OJPP at least thirty (30) days prior to the scheduled termination date.

In the event that an authorized government entity, or its agent, having responsibility for conducting an audit of the subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.

Implementing Agency shall comply with all applicable provisions, standards, and requirements of the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking funding directives.

Any published materials relevant to the activities of this program shall recognize the Franklin County Commissioners' Office as grantor. Suggested language to meet this criterion is as follows:

“This (brochure, report, conference, etc.) was made possible through Grant Number _____ (fill in grant number) authorized by the Franklin County Commissioners' Office with funding awarded by OVW.”

“The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Franklin County Commissioners or OVW.”

All reports or proposed publications funded by this agreement should be forwarded to the Franklin County Office of Justice Policy and Programs (OJPP) for review and approval (20) days prior to public release, publication, or distribution.

Implementing Agency must comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Agencies receiving \$750,000.00 or more in federal assistance (from all sources) must have an audit of federal grant funds received conducted which complies with the provisions of this circular. Implementing Agency shall provide a copy of such audit to OJPP within 90 days of the issuing of the final audit report. In addition, the Implementing Agency shall comply with any additional audit requirements that may be implemented by OJPP or Franklin County.

Implementing Agency is required to maintain records that clearly show the source, the amount and timing of all matching contributions, and any other funds, in excess of the required match, which are utilized by the project. In addition, each funding source utilized in program implementation must be accounted for separately, and provide a clear audit trail by source.

Implementing Agency will be required to produce and maintain certifiable documentation of new funds

which will be committed to the program, showing the rates and extent of the time committed for each match cost line item in the approved budget. Following documentation of commitment, formal accounting records of expenditures and disbursements for match must be kept which clearly show the timing and source of the match funds.

Implementing Agency is also required to maintain time records in support of the financial records, especially in cases where staff persons are to be assigned part-time to project activities. The Implementing Agency must be able to clearly document the amount of time that each staff person spends exclusively on approved project activities (i.e. separate time records).

Pursuant to 23 USC 402 - 403 and 29 USC 668, each recipient agency, of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on the job seat belt policies and programs for their employees, contractors and sub recipients when operating company-owned, rented or personally owner vehicles.

The policy of OJPP is not to make new awards to applicants who are not in compliance with the audit requirements.

Implementing Agency must have an effective system for property and equipment management and must tag said property or equipment upon acquisition to identify the origin of funds used for its purchase.

Implementing Agency must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, by ensuring meaningful access to their programs and activities by persons with limited English proficiency. The Implementing Agency shall certify that the following compliance documentation is maintained: statistical data on the number or proportion of LEP persons served. For detailed information on this Act, please refer to www.lep.gov.

- a) Agencies that meet or exceed the threshold for the necessity of providing written translation must provide verification to the Franklin County Office of Justice Policy and Programs that all written materials are translated into the specific language of that LEP population.
- b) Pursuant to 42 U.S.C. 2000d, each recipient agency, of Federal contracts, subcontracts and grants though the Department of Justice shall encourage the adoption of standard written policies and procedures that detail their response to serving persons of LEP. The policies and procedures should include methods of staff training and a schedule of periodic review for validity.

The Implementing Agency must comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013. P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. § 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

Anti-Discrimination Clause

Pursuant to section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: That in the hiring of employees for the performance of work under the contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, 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 contract relates; and

That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry. Except when pre-empted by Federal statute and/or federal grant guidelines, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

Equal Treatment Regulation

The grantee agrees to comply with the applicable requirements of 28 C.F.R. part 38, the U.S. Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or an Implementing Agency must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Non Discrimination Grant Condition

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women. The VAWA nondiscrimination grant condition provides an exception to the prohibition on sex discrimination in certain instances: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published in Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, PLEASE REVIEW REGULATION AS INDICATED)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

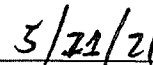
Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Micheal Woods, Chief of Columbus Police

Name and Title of Authorized Representative



Signature



Date

City of Columbus-Division of Police

Name of Organization

120 Marconi Blvd., Columbus, Ohio 43215

Address of Organization

40-ICJRP-BP

Appendix A

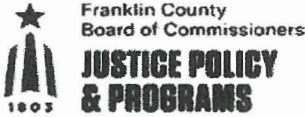
STATEMENT OF WORK

Columbus Division of Police (CPD), under the direction of the Franklin County Office of Justice Policy and Programs (OJPP) and as supported by Office of Violence Against Women 2020 Innovative Criminal Justice Response program will work to achieve the objective of **reducing domestic violence homicides**. By working with justice partners to adopt the Blueprint for Safety: Interagency Response to Domestic Violence model in Franklin County, the Blueprint for Safety inter-agency project team will:

- Promote increased use of evidence-based practices and programs to improve identification of and coordinated responses to high-risk domestic violence incidents.
- Promote proactive collaboration and data sharing among Franklin County justice system agencies to address domestic violence crimes.
- Further develop relationships that promote seamless referrals and linkages of victims to community-based supports

Columbus Division of Police will carry out this objective through the following deliverables and terms of this Contract:

- a) Dedicating dispatch, patrol and investigation staff participate on the Blueprint for Safety inter-agency response team and engage in activities outlined in project MOU signed by the agency's authorized representative. A copy of the MOU (unsigned) is included as an attachment.
- b) Accept \$50,907 in project funding to cover overtime expenses for CPD officer escorts providing added support for high-risk supervision visits conducted by Franklin County Municipal Court Pretrial and Probation Services, SERT Probation Officers. Overtime rates billed to this project will be in line with Columbus Division of Police's approved compensation schedules. Contract payments will be reimbursements for actual costs incurred.



SUBGRANT ADJUSTMENT NOTICE

SUBGRANT PROGRAM: <u>OVV ICJR 2020-WE-AX-0016</u>		PAGE <u>1</u> OF <u>2</u>	
1. SUBGRANTEE NAME & ADDRESS (including zip) Franklin County Municipal Court- Pretrial and Probation Services 375 South High Street, 8th floor Columbus, Ohio 43215		3. SUBGRANT NUMBER: <u>30-ICJRP-BP</u>	
1a. SUBGRANT IRS/VENDOR#: <u>N/A</u>		4. ADJUSTMENT NUMBER: <u>1</u>	
2. PROJECT TITLE: <u>ICJR Blueprint-SERT Probation</u>		5. DATE:	
		6. CHANGE PROCESSED BY: <u>Kevin Greenwood</u>	
SECTION I. DEOBLIGATIONS & REOBLIGATIONS			
REASON FOR CHANGE: Reobligation of funding- add \$62,731 for a total subaward of \$275,157		7. PREVIOUS SUBGRANT AMOUNT: <u>213,426.00</u>	
		8. DEOBLIGATION OR REOBLIGATION: <u>62,731.00</u>	
		9. ADJUSTED AWARD AMOUNT: <u>276,157.00</u>	
SECTION II. CHANGES			
10. PROJECT DIRECTOR AND/OR AUTHORIZED OFFICIAL'S NAME:			
FROM <u>Melissa Pierson, Chief Operating Officer Franklin County Office of Justice Policy and Programs/CASA</u>		TO <u>Elisha Zerman, Chief Probation Officer</u>	
11. CHANGE SUBGRANT PERIOD:			
FROM <u>4/1/2021 to 9/30/2023</u>		TO <u>4/1/2021 to 7/31/2024</u>	
SECTION III. OTHER ADJUSTMENTS AND INFORMATION			
13. ADDITIONAL COMMENTS: This sub-grant adjustment obligates an additional \$62,731 in 2020 U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Response program funding to Franklin County Municipal Court Pretrial and Probation Services. Sub-grant funds will support Q4 2022 compensation for one Strategic Enforcement Response Team (SERT) Probation Officer and to purchase a vehicle for SERT field visits with high-risk offenders. The Franklin County Office of Justice Policy and Programs desires to modify the sub-grant award amount. The grant award period remains the same. This modification was approved by the U.S. Department of Justice's Office on Violence Against Women.			
14. TYPED NAME & TITLE OF AUTHORIZED OFFICIAL <u>Elisha Zerman, Chief Probation Officer</u>		15. SIGNATURE OF AUTHORIZED OFFICIAL 	

16. Kenneth N. Wilson
County Administrator
Authorized Official, Franklin County

Signature of Authorized Official

07/18/2023

APPROVED AS TO FORM:

G. GARY TYACK
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

BY
ASSISTANT PROSECUTING ATTORNEY

conditioned on Resolution amendment and BOCor CA signature

Janice Hulman 6/30/23

OVW ICJR 2020-WE-AX-0016

Franklin County Municipal Court	\$213,426
Increase by (detail below)	\$62,731
Total of New Contract- Subaward	\$276,157

Increase contract for the following services and supplies/equipment	Unit	Cost per U	Total	Notes
SERT Probation Officer total compensation October 2023 thru December 2023. The officer position is in the City of Columbus CY2024 budget	455.32	\$38.34	\$17,457	Rate \$32.51 plus 17.95% fringe (14% OPERS Pension, 1.45% Medicare, 2.5% Workers Compensation), plus insurance \$1,334 per month
SERT vehicle for field visits	1	\$45,274	\$45,274	Based on quote from City Approved vendor

\$62,731

30-ICJRP-BP

CONTRACT

August 17, 2021 (DMH)

This agreement, made and concluded at Columbus, Ohio, this day, ~~APRIL 2021~~ between the Board of County Commissioners of Franklin County, Ohio, 373 South High Street, (hereinafter the Fiduciary), and the City of Columbus - **City of Columbus- Franklin County Municipal Court Pretrial and Probation Services** (hereinafter the Sub-Recipient and Implementing Agency), **90 West Broad Street, Columbus, Ohio 43215**

WITNESSETH

The following are conditions of this agreement:

1. This agreement is in regard to the FY 2020 Improving Criminal Justice Responses Subgrant Award Number **30-ICJRP-BP, CFDA # 16.590 (entitled "Blueprint for Safety: An Inter-Agency Response to Domestic Violence")** only, as awarded by the Franklin County Board of Commissioners. This subgrant award is issued in response to a discretionary grant issued by the Office on Violence Women to the Franklin County Board of Commissioners. As the Local Criminal Justice Coordinating Council for Franklin County, the Office of Justice Policy and Programs shall be responsible for monitoring the Implementing Agency's compliance with this agreement.
2. This agreement shall commence **upon approval of the sub-grant award by the Franklin County Board of Commissioners and final approval and clearance from the Office on Violence Against Women to obligate, expend and drawdown award funding** and shall terminate on **September 30, 2023**, unless extended by a Subgrant Adjustment Notice.
3. The Memorandum of Understanding submitted by the Implementing Agency to the Office of Justice Policy and Programs, including activities related to project participation and implementation of the *Blueprint to Safety Initiative* as guided by the Franklin County Office of Justice Policy and Programs are incorporated into this agreement by reference. A copy of the sub award scope of work and MOU are included in Appendix A.
4. The Implementing Agency hereby agrees to provide the services and achieve the objectives described in the MOU, and to adhere to all Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
5. From the Subgrant monies provided it by the Office on Violence Against Women, the Fiduciary shall make payments to the Implementing Agency based on monthly or quarterly vouchers submitted to the Office of Justice Policy and Programs.
6. Payments made by the Fiduciary to the Implementing Agency shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.
7. The total amount of payments to be issued to the Implementing Agency under this agreement shall not exceed **\$213,426 (two hundred and thirteen thousand, four hundred twenty six dollars)** such other amount awarded under a revised Subgrant award.
8. The Implementing Agency shall NOT be responsible for providing a match, over and above the amount provided by the Fiduciary during the period of this agreement.

9. The Implementing Agency shall allow access to any books, documents, papers, and records that are pertinent to the Subgrant received, for the purposes of audit, evaluation, or examination, to the following entities:
1. The Fiduciary
 2. Office on Violence Against Women or authorized representative
 3. Comptroller General of the United States
 4. Office of Criminal Justice Services
 5. Auditor of State of Ohio
 6. Franklin County Auditor
 7. Franklin County Office of Justice Policy and Programs
 8. Any other entity entitled by applicable law

Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Subgrant Conditions of the Subgrant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Implementing Agency must also receive prior written approval from the Office of Justice Policy & Programs prior to the disposal of any Subgrant records, documents, or files.

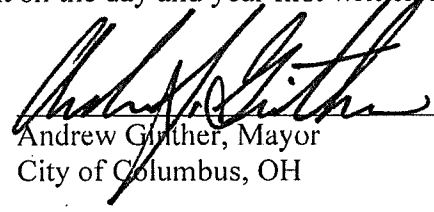
10. All persons compensated with funds pursuant to this agreement are to be deemed employees or agents of the Implementing Agency. Accordingly, the Implementing Agency shall be responsible for employment related claims.
11. Either party may cancel completely the obligations delineated in this agreement by giving the other party sixty (60) days written notice.
12. Upon breach of this agreement, the aggrieved party may terminate this agreement by giving thirty (30) days written notice to the breaching party.
13. Upon cancellation or termination of this contract pursuant to Paragraphs 11 and 12 of this contract, the Implementing Agency shall be reimbursed only for approved budget expenses that were incurred on or before the date that the notice of cancellation or termination was received by the Implementing Agency. The Implementing Agency shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received by the Implementing Agency unless such expenses are first approved by the Office of Justice Policy and Programs in writing. No other amounts shall be paid by the parties as damages under this agreement.
14. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice. Any request for a contract extension must be made in writing by the Implementing Agency to the Office of Justice Policy & Programs at least thirty (30) days prior to the termination date.

15. The Office of Justice Policy and Programs may place the Implementing Agency on probation or suspend Subgrant payments to the Agency if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the approved Subgrant application, or determines that the Agency is not complying with any condition of this contract or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award, or in violation of any federal, state, or local law.
16. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.
17. This contract shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.
18. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.
19. The Implementing Agency's governing body (i.e. elected official, board of directors) has the ultimate fiscal, policy, and administrative responsibility for the Implementing Agency's programs and staff actions. In all cases, the Fiduciary will view the governing body as the ultimate authority and responsible party.
21. The Implementing Agency agrees to participate in a program evaluation process that will be established by the Office on Violence Against Women, its assigned technical assistance providers, and the Office of Justice Policy and Programs to provide information and data necessary to measure program outcomes.
22. The Implementing Agency shall submit quarterly fiscal reports of Subgrant expenditures to the Office of Justice Policy & Programs. Quarterly fiscal reports will be due on the last day of the month following the end of the reporting quarter. The Implementing Agency will be required to submit performance data as requested by the Office of Justice Policy & Programs. The reporting format shall be prescribed by the Office of Justice Policy & Programs. The Implementing Agency may request reimbursement for expenses as authorized by this agreement on a monthly and/or quarterly basis.

IN WITNESS WHEREOF, Emily Shaw, Franklin County Municipal Court Administrator has hereunto set his hand to this agreement on the day and year first written above.

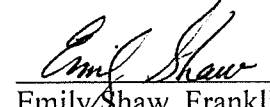
IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners



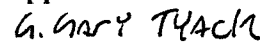
Andrew Gutther, Mayor
City of Columbus, OH

Marilyn Brown, Commissioner
Fr. Co. Board of Commissioners



Emily Shaw, Franklin County Municipal Court
Administrator

John O'Grady, Commissioner
Fr. Co. Board of Commissioners

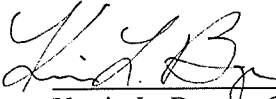
Approved as to form:

Prosecuting Attorney
Franklin County, Ohio

By: 

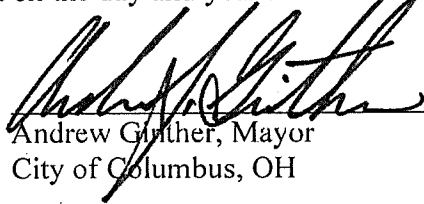
Date: 8.3.21

IN WITNESS WHEREOF, Emily Shaw, Franklin County Municipal Court Administrator has hereunto set his hand to this agreement on the day and year first written above.


IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.



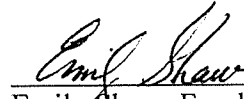
Kevin L. Boyce, Commissioner
Fr. Co. Board of Commissioners



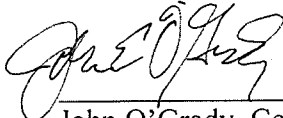
Andrew Gutther, Mayor
City of Columbus, OH



~~XXXXXX~~ Commissioner **Erica C. Crawley**
Fr. Co. Board of Commissioners

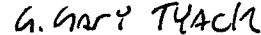


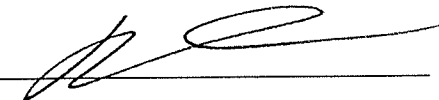
Emily Shaw, Franklin County Municipal Court
Administrator



John O'Grady, Commissioner
Fr. Co. Board of Commissioners

Approved as to form:


G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: 

Date: 8.3.21

CERTIFICATE OF NON-SUPPLANTING

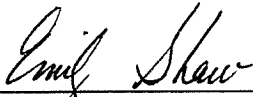
IMPLEMENTING AGENCY: FCMC- Pretrial and Probation Services **AWARD DATE:** April 1, 2021

SUBGRANT NUMBER: 30-ICJRP-BP

AWARD AMOUNT-FEDERAL FUNDS: \$213,426

In order to fulfill the requirements of M 7100 and Standard Federal Subgrant Conditions concerning non-supplanting of funds, this non-supplanting certificate form is enclosed for signature. This form must be signed and returned to the Office of Justice Policy & Programs/MCCJSA before funds will be released to the Implementing Agency.

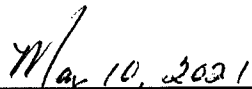
I hereby certify that this organization/agency has complied with non-supplanting.



Signature of Authorized Official

Emily Shaw, Franklin County Municipal Court
Administrator

Typed Name and Title of Official



Date of Signature

SPECIAL CONDITIONS

Implementing Agency is advised that the Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Justice Policy and Programs (OJPP) policies do not allow for the indefinite funding of programs. Therefore, the Implementing Agency must look to other funding sources for future funding of this program. Approval of this subgrant in no way assures funding of this program in future years.

Implementing Agency shall provide any project information, documents, or files that may be reasonably required for monitoring, assessment, evaluation, and audit purposes, to the MCCJSA/OJPP, Franklin County, or Office on Violence Against Women upon request.

For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred.

Implementing Agency is responsible for promptly notifying the MCCJSA/OJPP of any changes in program or fiscal personnel, project budget, program activities, or objectives. Modifications to program activities, objectives, or the project budget require prior authorization by the MCCJSA/OJPP.

Implementing Agency shall maintain documentation of all program expenses and activities. Documentation of expenses shall include, but not be limited to, employee time records (including signature of employee and supervisor), travel reports, invoices, contracts, inventory reports, receipts, bills, and corresponding canceled checks or warrants. Documentation of program activities shall include, but not be limited to, intake forms, progress reports, staff notes, committee briefs, referral forms, and other written materials relevant to program activities.

MCCJSA/OJPP may suspend funding or place on probationary status any project determined to not be in compliance with the Standard Federal Subgrant Conditions Handbook (available at www.ocjs.ohio.gov/funding/reports.htm), Special Conditions of this Subgrant award, or any condition of the contract for services. The MCCJSA/OJPP shall promptly notify the Implementing Agency of any suspension or probation in writing. Implementing Agency shall implement corrective action recommended by the MCCJSA/OJPP after receiving notice or face cancellation of the Subgrant. The MCCJSA/OJPP also reserves the right not to reimburse the Implementing Agency for inadequately documented or unauthorized budget expenses.

Implementing Agency agrees to participate in a program evaluation process, which will be established by the MCCJSA/OJPP or the Office on Violence Against Women, and to provide information and data necessary to measure program outcomes.

MCCJSA/OJPP staff may conduct periodic visits to the locations where services are provided by the Implementing Agency and to the administrative offices of the Implementing Agency. As part of the monitoring process, the Implementing Agency shall allow OJPP staff to have access to clients participating in the program as well as staff being paid under the grant.

Subgrant certified assurances (Non-Supplanting, Fidelity Bonding) and the approved subgrant application are attached and are incorporated as part of this Subgrant award, if applicable.

The MCCJSA/OJPP, at its discretion, may withhold subgrant payments to the Implementing Agency where

the Implementing Agency is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the MCCJSA/OJPP.

Implementing Agency agrees to provide the services described in the approved subgrant application and to make all reasonable efforts to achieve the stated objectives of the application. The MCCJSA/OJPP may suspend payments, place on probation, or terminate funding to any project that is not providing the level of service or substantially achieving the objectives that are described in the approved subgrant application.

This Subgrant shall be absolutely terminated on **September 30, 2023**, unless the Subgrant period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the subgrant period must be made by the Implementing Agency in writing to OJPP at least thirty (30) days prior to the scheduled termination date.

In the event that an authorized government entity, or its agent, having responsibility for conducting an audit of the subgrant disallows certain costs and requires that a refund be issued, the Implementing Agency shall be responsible for providing the refund amount in full.

Implementing Agency shall comply with all applicable provisions, standards, and requirements of the FY 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking funding directives.

Any published materials relevant to the activities of this program shall recognize the Franklin County Commissioners' Office as grantor. Suggested language to meet this criterion is as follows:

“This (brochure, report, conference, etc.) was made possible through Grant Number _____ (fill in grant number) authorized by the Franklin County Commissioners' Office with funding awarded by OVW.”

“The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Franklin County Commissioners or OVW.”

All reports or proposed publications funded by this agreement should be forwarded to the Franklin County Office of Justice Policy and Programs (OJPP) for review and approval (20) days prior to public release, publication, or distribution.

Implementing Agency must comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Agencies receiving \$750,000.00 or more in federal assistance (from all sources) must have an audit of federal grant funds received conducted which complies with the provisions of this circular. Implementing Agency shall provide a copy of such audit to OJPP within 90 days of the issuing of the final audit report. In addition, the Implementing Agency shall comply with any additional audit requirements that may be implemented by OJPP or Franklin County.

Implementing Agency is required to maintain records that clearly show the source, the amount and timing of all matching contributions, and any other funds, in excess of the required match, which are utilized by the project. In addition, each funding source utilized in program implementation must be accounted for separately, and provide a clear audit trail by source.

Implementing Agency will be required to produce and maintain certifiable documentation of new funds

which will be committed to the program, showing the rates and extent of the time committed for each match cost line item in the approved budget. Following documentation of commitment, formal accounting records of expenditures and disbursements for match must be kept which clearly show the timing and source of the match funds.

Implementing Agency is also required to maintain time records in support of the financial records, especially in cases where staff persons are to be assigned part-time to project activities. The Implementing Agency must be able to clearly document the amount of time that each staff person spends exclusively on approved project activities (i.e. separate time records).

Pursuant to 23 USC 402 - 403 and 29 USC 668, each recipient agency, of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on the job seat belt policies and programs for their employees, contractors and sub recipients when operating company-owned, rented or personally owned vehicles.

The policy of OJPP is not to make new awards to applicants who are not in compliance with the audit requirements.

Implementing Agency must have an effective system for property and equipment management and must tag said property or equipment upon acquisition to identify the origin of funds used for its purchase.

Implementing Agency must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, by ensuring meaningful access to their programs and activities by persons with limited English proficiency. The Implementing Agency shall certify that the following compliance documentation is maintained: statistical data on the number or proportion of LEP persons served. For detailed information on this Act, please refer to www.lep.gov.

- a) Agencies that meet or exceed the threshold for the necessity of providing written translation must provide verification to the Franklin County Office of Justice Policy and Programs that all written materials are translated into the specific language of that LEP population.
- b) Pursuant to 42 U.S.C. 2000d, each recipient agency, of Federal contracts, subcontracts and grants though the Department of Justice shall encourage the adoption of standard written policies and procedures that detail their response to serving persons of LEP. The policies and procedures should include methods of staff training and a schedule of periodic review for validity.

The Implementing Agency must comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. § 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

Anti-Discrimination Clause

Pursuant to section 125.111 of the Ohio Revised Code, the Contractor warrants and agrees to the following: That in the hiring of employees for the performance of work under the contract or any subcontract, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, 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 contract relates; and

That neither the Contractor nor any of its subcontractors or any person acting on behalf of the Contractor shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry. Except when pre-empted by Federal statute and/or federal grant guidelines, the Contractor shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of services.

Equal Treatment Regulation

The grantee agrees to comply with the applicable requirements of 28 C.F.R. part 38, the U.S. Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or an Implementing Agency must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

Non Discrimination Grant Condition

No person in the United States shall, on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under [VAWA], and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women. The VAWA nondiscrimination grant condition provides an exception to the prohibition on sex discrimination in certain instances: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, grantees may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published in Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, PLEASE REVIEW REGULATION AS INDICATED)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

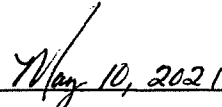
Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Emily Shaw, Court Administrator

Name and Title of Authorized Representative



Signature



Date

Franklin County Municipal Court

Name of Organization

375 South High Street, 10th floor, Columbus, Ohio 43215

Address of Organization

30-ICJRP-BP

Appendix A

STATEMENT OF WORK AND COPY OF MOU

Franklin County Municipal Court Pretrial and Probation Services, under the direction of the Franklin County Office of Justice Policy and Programs (OJPP) and as supported by Office of Violence Against Women 2020 Innovative Criminal Justice Response program will work to achieve the objective of **reducing domestic violence homicides**. By working with justice partners to adopt the Blueprint for Safety: Interagency Response to Domestic Violence model in Franklin County, the Blueprint for Safety inter-agency project team will:

- Promote increased use of evidence-based practices and programs to improve identification of and coordinated responses to high-risk domestic violence incidents.
- Promote proactive collaboration and data sharing among Franklin County justice system agencies to address domestic violence crimes.
- Further develop relationships that promote seamless referrals and linkages of victims to community-based supports

Franklin County Municipal Court Pretrial and Probation Services will carry out this objective through the following deliverables and terms of this Contract:

- a) Dedicating probation staff to participate on the Blueprint for Safety inter-agency response team and engage in activities outlined in project MOU signed by the agency's authorized representative. A copy of the MOU (unsigned) is included as an attachment.
- b) Accept \$213,426 in project funding to hire a fulltime Strategic Enforcement Response Team (SERT) Probation Officer dedicated to domestic violence cases April 1, 2021 through September 30, 2023. SERT probation officers will complete duties outlined in the job description below and be paid annual salary and fringe rate in line Franklin County Municipal Court's approved compensation schedules.

SERT Domestic Violence Officer Position Description:

FRANKLIN COUNTY MUNICIPAL COURT

DEPARTMENT OF PRETRIAL and PROBATION SERVICES

375 S. High Street, 8th Floor Columbus Ohio, 43215-4520 Phone (614) 645-8360 Fax (614) 645-8626

*Promoting community safety by reducing recidivism, changing
offender behavior, and fostering accountability.*

Through the effective use of evidence based practices.

SERT Domestic Violence Officer

30-ICJRP-BP

The goals of Supervision in the DVU are to change offender behavior, achieve risk reduction and victim safety. Domestic Violence Unit (DVU) Officers are expected to be or become competent in the utilization and administration of the ODRA, DVRNA, ORAS, and other DV related assessment tools and to become knowledgeable and/or trained in the Emerge and/or Duluth program models.

A DVU Officer should be invested in the change process and have a belief that people can change. A DVU Officer should possess strong behavioral health knowledge and the ability to recognize and appropriately address non-compliant and pro-social behaviors. A DVU Officer should have demonstrated experience assessing defendant criminogenic and responsibility needs, and be willing to work with defendants in the successful completion of their supervision term and attainment of their Supervision or Case Plan goals.

DVU Officers are afforded and expected to attend training as it relates to effectively working with the domestic violence population in an effort to continue to enhance their knowledge and skills.

FRANKLIN COUNTY MUNICIPAL COURT

DEPARTMENT OF PROBATION SERVICES

POSITION TITLE: SERT OFFICER
POPULATION: EXTREMELY HIGH RISK DOMESTIC VIOLENCE DEFENDANTS
REPORTS TO: DOMESTIC VIOLENCE UNIT SUPERVISOR
OFFICERS ASSIGNED: 1
INTENSIVE SUPERVISION: APPROXIMATELY 50

Primary Objective:

Responsible for the supervision of extremely high risk defendants on supervision for intimate partner related violence, as determined by the Domestic Violence Risk and Needs Assessment (DVRNA). Develop supervision plans with focus on structure and appropriate programming. The goals for this supervision level is to promote public safety.

Research tells us that utilizing external controls and structure are most effective. The officer in this position will work closely with law enforcement agencies in the monitoring of these defendants. This position will employ non-traditional surveillance hours including working evening and weekend hours, for the most effective supervision.

This position requires the candidate to be able to exercise good, sound judgment and make independent decisions while dividing the remaining time between responding to offender requests for programming, completing paperwork and court appearances.

Supervision Structure Overview:

- Supervision term: two years
- Weekly office contacts, individually or group format
- Twice monthly urine and/or breath testing

30-ICJRP-BP

- Officer shall assess defendant using the applicable assessment tool(s) and/or review existing assessment information
- Programming as indicated by assessment, with an emphasis on structure and stabilization (i.e. Employment, batterer intervention, substance abuse and mental health)
- Bi-Monthly field contacts
- Weekly collateral contacts
- Complete ex-high risk Batterer Intervention Program

Officer Responsibilities:

- Initiate contact within three days of receipt of case
- Complete PO112
- Review ODARA and DVRNA for appropriate programs for defendants
- Programming geared toward structure and stabilization
- Direct referral and linkage to the appropriate agency for Extremely High Risk DV programming
- Regular collateral contacts with treatment agencies
- Maintain close communication with pro-social supports
- Maintain thorough and current case records
- Re-administer assessment tool(s) to re-assess risk level, per department policy
- Monitor for high level of structure, accountability, communication
- Timely, appropriate address of non-compliant behavior to ensure accountability
- Willingness to work in close collaboration with law enforcement and PAVED staff
- Work hours: Employ nontraditional court hours

60-ICJRP-BP: CFDA # 16.590

CONTRACT
Between
FRANKLIN COUNTY BOARD OF COMMISSIONERS
And
Research Institute at Nationwide Children’s Hospital

This Contract entered into on August 17, 2021 and by approval of Resolution 0637-21 by and between **the Research Institute at Nationwide Children’s Hospital, d/b/a the Abigail Wexner Research Institute** a company with its principal address being 700 Children’s Drive, Columbus, OH 43205 (hereafter referred to as “Contractor”) and the Board of Franklin County Commissioners on behalf of the Franklin County Office of Justice Policy and Programs (hereafter referred to as “County”) for the purpose of providing outcome based social service programs and activities that address critical needs in the Franklin County community.

For the mutual considerations herein specified, the County and Contractor have agreed and do hereby agree as follows:

Section 1 Administrative and Specifications Requirements

This Contract consists of the signed contract including the Contract Terms and Conditions, Appendix A Non-Discrimination and Equal Employment Opportunity Affidavit, Appendix B Delinquent Personal Property Tax Affidavit, and Appendix C Statement of Work.

Section 2 Pricing and Delivery of Services

In consideration for the promises and performance of Contractor upon completion of the work as set forth in Appendix B “Statement of Work” the County agrees to pay Contractor an amount not to exceed **\$45,509 (forty-five thousand, five hundred and nine dollars)**. Payments shall be made in accordance with Section 6 of this Contract.

The Contractor must provide all services in accordance with the terms and conditions of the contract prior to receiving payment. The Contractor may not perform any work under this contract prior to award of the contract.

This Contract does not require competitive procurement under existing Federal, State or County regulations.

Section 3 Term of Contract

The term of the Contract shall be in effect from April 1, 2021 through September 30, 2023.

Section 4 Miscellaneous Terms Section/Standard of Care

Section 4.01 Standard of Care

Contractor shall discharge its respective obligations under the Contract with that level of reasonable care which a similarly situated business would exercise under similar circumstances. As an inducement to the County to enter into this Contract, the Contractor represents and warrants the following to the County:

- (a) It is (i) duly incorporated, organized and validly existing under the laws of, and in good standing with its place of incorporation; (ii) has full authority to grant the County the rights granted in this Contract; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.
- (b) It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.
- (c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.
- (d) It is in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or

60-ICJRP-BP: CFDA # 16.590

governmental authority that are necessary for the transaction of its business.

60-ICJRP-BP: CFDA # 16.590

Section 4.02 Affirmative Covenants

Until the termination or expiration of this Contract, the Contractor shall:

- (a) Execute such documents and present all necessary documents to the County for signature as are reasonably necessary to ensure that the County receives all services that it is entitled to under the contract and shall take no action that would revoke to the County's rights under this Contract;
- (b) Give notice to the County, within ten (10) days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars (\$100,000) affecting or relating to the Contractor or the services required under this Contract.
- (c) Promptly notify the County if:
 - i. The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, an Event of Default, together with a detailed statement by a duly authorized representative specifying the nature thereof and what actions such Contractor is taking or proposes to take with respect thereto;
 - ii. Such Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of such Contractor directly related to the work to be performed under this Agreement, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action such Contractor is taking or purposes to take with respect thereto;
 - iii. Such Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting such Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the Contractor's performance under this Agreement; or
 - iv. There shall occur or exist any other event or condition causing a material adverse change in the Contractor's ability to carry out work under this Agreement.

Section 4.03 Indemnification

The Contractor shall be responsible for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

Section 4.04 Ethics/Conflicts of Interest

The Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law. The Contractor agrees that it shall take reasonable steps to ensure that its owners, members and employees do not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work and shall comply with the applicable provisions of the Ohio Ethics laws.

Section 4.05 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but the Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses. Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

60-ICJRP-BP: CFDA # 16.590

Section 4.06 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

Section 4.07 Record Keeping

The Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP) during the period covered by the Contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this Contract. Claims documentation may be reviewed through a formal audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.08 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractor's response. If there is any reduction in liability amounts below the amounts specified below, a new certificate must be promptly provided to the County.

- 1) Workers' Compensation coverage - as required by law.
- 2) Comprehensive Liability - up to \$1,000,000 single limit occurrence including:
 - a) Bodily Injury Liability: All sums that the company will become legally obligated to pay as damages because of bodily injury, sickness or disease including death any time resulting therefrom, sustained by any person other than its employees and caused by the occurrence.
 - b) Property Damage Liability: All sums that the company will become legally obligated to pay as damages because of injury or destruction caused by the occurrence.

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. Franklin County shall require the Contractor to provide respective certificate(s) of insurance yearly in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance Section

Section 5.01 Time of Contract

The Contract is effective on the later of the effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

The contract may be extended for up to **three (3) 1-year contract extension periods**. Any request for a price increase must be justified through documentation that verifies the reason for increase and shall become binding upon the parties upon the execution of a written contract modification signed by both parties and approved via resolution by the Franklin County Board of Commissioners, who have the sole discretion to authorize a modification to this Contract.

Section 5.03 Contract Extension at the End of the Original Contract Period

60-ICJRP-BP: CFDA # 16.590

The Contract may only be extended for up-to 90 days, at the option of the County, to allow for a new procurement process to select a vendor for the services, or the completion of any outstanding deliverables under this Contract with approval of the awarding agency. Any such extension shall be in accordance with the terms and conditions of this Contract. After the 90 days the Contract is considered expired and no further work can be started or completed after this date. Work completed before this date may be paid for by the County. However, any work completed after the 90-day extension date shall not be paid for by the County.

This extension does not require the approval of the Board of Commissioner

Section 6 Fee Payment Schedule, Invoicing, Due Date and Taxes Section

Section 6.01 Fee Payment Schedule

The contractor will be paid a total of **\$45,509 for services rendered as outlined in the scope of work.** The contractor will invoice OJPP on a quarterly basis for actual costs incurred.

Section 6.02 Standard Invoice and Payment

Upon receipt of a proper invoice and unless otherwise stated, payment shall be made to the Contractor. The adequacy and sufficiency of all invoices shall be determined solely by the County. If the County determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on Contractor.

A “proper invoice” is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy. Invoice shall include, at a minimum:

1. Name and address of the Contractor
2. Billing period
3. Unit/monthly cost (must match contract pricing)
4. Remit to address
5. Customer service telephone number

Section 6.03 Payment Due Date

Franklin County normally makes payments within 30-days from the day the invoice is received and acceptance of supplies or services by the Agency. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County is responsible for all orders, invoices, payment, and / or tracking.

Section 6.04 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor. A tax-exempt certificate will be provided to the Contractor upon Contractor’s request.

Section 7 Contract Administration and Reports

Section 7.01 Contract Administration

The Franklin County Office of Justice Policy and Programs with the assistance from the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing, failure for the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas, County may apply the termination clauses of this Contract.

Section 7.02 Out of Scope Work and Contract Modification

The Contractor is not allowed to perform any work that is out of scope. If the Contractor believes that the work being requested to be performed is out of scope it must be brought to the attention of the Project

60-ICJRP-BP: CFDA # 16.590

Manager or the Purchasing Department. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Scope of Work through a written contract modification that is approved by the Board of County Commissioners, who have the sole authority to modify the Contract. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion.

If the Contractor knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners they do so at their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

Section 7.03 Status Reports

Reports required under the specifications of the Contract will be provided in the required timeframes, in the required format, and to the stipulations of the County.

Section 7.04 Developed Material

All reports that have been prepared, written, created, or developed pursuant to the specifications in this Contract shall become the property of Franklin County and may be returned only at Franklin County's discretion. Furthermore, Franklin County owns the entire title, right, and interest to said materials including the right to reproduce or distribute said material.

Section 7.05 Quality Assurance

The Contractor is responsible for the quality of the services provided to the County under this Contract.

Section 8 Contract Cancellation; Termination; Remedies Section

Section 8.01 Contract Cancellation

The County may cancel this Contract upon any one of the following events. The cancellation will be effective on the date delineated by County.

- 1) **90-Day Notice Termination:** Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 90-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.
- 2) **Non-Appropriation of Funds:** This Contract is contingent upon Franklin County receiving funding on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Contractor with written notification within 10 business days after being notified that the funding is no longer approved.
- 3) **Cancellation for Failure to Retain Certification:** Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failure to renew any certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.
- 4) **Cancellation for Financial Instability:** Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 8.02 Termination for Default

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger performance of this contract.

Franklin County may exercise its right to terminate this contract under this Section of the Contract if after

60-ICJRP-BP: CFDA # 16.590

receipt of the notice from Franklin County specifying the failure the Contractor does not offer a plan to cure such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

If Franklin County terminates this Contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of the fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.

Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

Section 8.03 Actual Damages

Contractor is liable for all damages caused by the Contractor's default or gross negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

Section 9 Certification and Affidavits

Section 9.01 Contractor's Warranty against an Unresolved Finding for Recovery Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract, without notifying the County of such finding.

If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

Section 9.02 Suspension and Debarments

The County will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Excluded Parties List in the System for Award Management (SAM) database at <https://www.sam.gov/SAM/> or as may be amended.

Section 9.03 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance

60-ICJRP-BP: CFDA # 16.590

premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this Contract.

Section 9.04 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the Contractor will be required to provide said certificate within thirty (30) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and cause dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 9.05 Non-Discrimination / Equal Opportunity Provisions`

The Contractor agrees that in the hiring of employees for the performance of work under the Contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Appendix A-1 (*Non-Discrimination / Equal Opportunity Affidavit*) of the Contract, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

Section 9.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix B (*Delinquent Personal Property Taxes*) of the Contract, the Contractor certifies that they are 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.

Section 10 Special Considerations Section 10.01 Governing Law/Venue

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be formed and venued in the Court of Common Pleas General Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

Section 10.02 Entire Contract/Amendment/Waiver

This Contract and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such

60-ICJRP-BP: CFDA # 16.590

amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 10.03 Independent Status of the Contractor

- 1) The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- 2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

Section 10.04 Public Record and Treatment of Confidential and Proprietary Information

Pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor shall be considered a public record. In the event the County receives any request for any information received as part of this Contract the County will immediately take steps to release the information to the requesting party. In the event the competitive submittal was an RFP, then in accordance with 307.862(c) the information will be released as soon as the contract is entered into the Commissioners Resolution Management System (CRMS).

Section 10.05 Green Initiatives

By adoption of Resolution 432-17, the Franklin County Board of Commissioners have reaffirmed the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices through deployment of alternate-fuel and hybrid electric vehicles.

It is Board of Commissioners' intent to support the green energy economy through workforce partnerships and do business with providers of goods and service who promote sustainable environmental policies within their own businesses while they are doing business with Franklin County.

Section 10.06 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by fax or by e-mail. Notice shall be sent to the following addresses:

To the Company:

The Research Institute at
Nationwide Children's Hospital
700 Children's Drive
Columbus, OH 43205-2664
Attn: Paige Zilincik
614-355-3478

60-ICJRP-BP: CFDA # 16.590

If to the County:

Franklin County Office of Justice Policy and
Programs
Kevin Greenwood, Deputy Director of Survivor
Services
373 South High Street, 25th Floor
Columbus, Ohio 43215
Telephone: 614-525-5067

Section 10.07 Off-Shore Activities

No portion of this Contract may be performed offshore. All services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly pertain to servicing this Contract shall be performed within the borders of the United States. This shall include any back up services for data, back office services and work performed by subcontractors at all tier

Section 10.08 Time of the Essence

The time limits and time lines set forth herein are of the essence of this Contract. Each Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.

Section 10.10 Travel Expenses

Any travel that the Contractor requires to perform its obligations under the Contract will be at the Contractor's expense. The County will pay for any additional travel that it request only with prior written approval. The County will pay for all additional travel expenses that it requests in accordance with the Board of Commissioners' travel policy.

Section 10.11 Headings

The headings used in this Contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

Section 10.12 Survivorship

All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

Section 10.13 Small and Emerging Business

Contracts and/or sub-grants awarded to vendors and/or providers meeting the legal criterial of a Small and Emerging Business are asked to register through the Franklin County Purchasing website at <http://purchasing.franklincountyohio.gov/businesses/vendor-registrations.cfm>. Vendors will be asked to identify which certifications they hold. Please note this information will be posted on a publically available website.

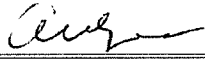
60-ICJRP-BP: CFDA # 16.590

The parties hereto have set their hands in seals this day _____.

Franklin County Board of Commissioners

Research Institute at Nationwide Children's Hospital

By: _____
Kevin L. Boyce, President

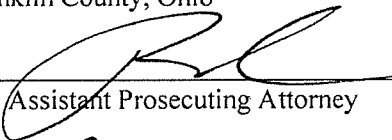
By:  _____
Aaron Ufferman, Director of Sponsored Projects

By: _____
John O'Grady, Commissioner

By: _____
Erica C. Crawley, Commissioner

APPROVED AS TO FORM:

Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By:  _____
Assistant Prosecuting Attorney

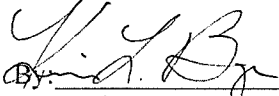
Date: 8.5.21

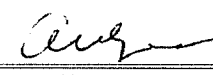
60-ICJRP-BP: CFDA # 16.590

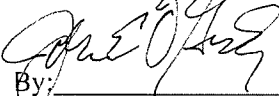
The parties hereto have set their hands in seals this day August 17, 2021.


Franklin County Board of Commissioners

Research Institute at Nationwide Children's Hospital

By: 
Kevin L. Boyce, President

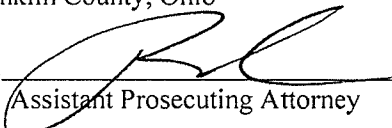
By: 
Aaron Ufferman, Director of Sponsored Projects

By: 
John O'Grady, Commissioner

By: 
Erica C. Crawley, Commissioner

APPROVED AS TO FORM:

Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: 
Assistant Prosecuting Attorney

Date: 8.5.21

60-ICJRP-BP: CFDA # 16.590

APPENDIX A
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
(Must be Completed and Notarized)

STATE OF Ohio

COUNTY/PARISH OF Franklin

Aaron Ufferman being first
Printed Name

duly sworn, deposes and says that they are Director, Sponsored Projects
(President, Secretary, etc.)

of Research Institute at Nationwide Children's Hospital, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

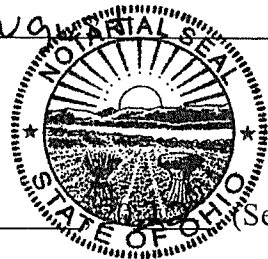
Aaron Ufferman
Signature
Aaron Ufferman
Affiant

Research Institute at Nationwide Children's Hospital
Company/Corporation

700 Children's Drive
Address

Columbus, Ohio 43205-2664
City/State/Zip Code

Sworn to and subscribed before me this 2nd day of August,
2021
Hillary K. McGowan
Notary Public



Hillary K McGowan
Notary Public, State of Ohio
My Commission Expires 10-02-22

My Commission expires October 2 (Seal)

60-ICJRP-BP: CFDA # 16.590

APPENDIX B

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Contract: Research Institute at Nationwide Children's Hospital

Department: Office of Justice Policies and Programs

State of Ohio _____ County of Franklin _____, ss:

Aaron Ufferman _____ Being first duly sworn, deposes and says that he/she is the (Name)

Director of Sponsored Projects _____ of Research Inst. at Nationwide Children's Hospital _____ (Title)

with offices located at 700 Children's Drive, Columbus, Ohio 43205-2664 _____,

and as it's duly, authorized representative states that effective this day of _____,

(X) is not charged with delinquent 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.

() is 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.

<u>County</u>	<u>Amount: (include total amount and any penalties and interest thereon)</u>
Franklin _____	\$ 0 _____
_____	\$ _____

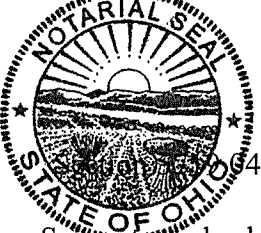
[Signature]

(Affiant)

Sworn to and subscribed this 2nd day of August, 2021.

[Signature]

(Notary Public)



Hillary K McGowan
Notary Public, State of Ohio
My Commission Expires 10-02-22

My Commission expires October 2, 2022
(Seal)

Sworn to and subscribed this 2nd day of August, 2021.

60-ICJRP-BP: CFDA # 16.590

APPENDIX C

STATEMENT OF WORK

The Center for Family Safety and Healing, under the direction of the Franklin County Office of Justice Policy and Programs (OJPP) and as supported by Office of Violence Against Women 2020 Innovative Criminal Justice Response program will work to achieve the objective of **reducing domestic violence homicides**. By working with justice partners to adopt the Blueprint for Safety: Interagency Response to Domestic Violence model in Franklin County, the Blueprint for Safety inter-agency project team will:

- Promote increased use of evidence-based practices and programs to improve identification of and coordinated responses to high-risk domestic violence incidents.
- Promote proactive collaboration and data sharing among Franklin County justice system agencies to address domestic violence crimes.
- Further develop relationships that promote seamless referrals and linkages of victims to community-based supports

The Center for Family Safety and Healing (TCFSH) will carry out this objective through the following deliverables and terms of this Contract:

- a) Dedicating a court-focused Victim Support Coordinator to participate on the Blueprint for Safety inter-agency response team and engage in activities outlined in project MOU signed by the agency's authorized representative. A copy of the MOU (unsigned) is included as an attachment.
- b) Court-focused Victim Support Coordinator also commits to completing the Blueprint for Safety project orientation facilitated by Praxis International and working alongside the Blueprint Project Director and Praxis International Consultant to review findings from safety assessment activities and proposed policy changes to ensure victim voice in present in modifying and implementing domestic violence response policy, procedures and practices.
- c) Accept \$45,509 project funding to support approximately 1,070 hours of court-focused Victim Support Coordinator's time on project at a rate of \$42.54 per hour. Contract payments will be reimbursements for actual costs incurred.



CONTRACT ADJUSTMENT NOTICE

SUBGRANT PROGRAM: <u>OVW ICJR 2020-WE-AX-0016</u>		PAGE <u>1</u> OF <u>2</u>	
1. SUBGRANTEE NAME & ADDRESS (including zip) The Center for Family Safety and Healing 655 E Livingston Ave Columbus, Ohio 43205		3. SUBGRANT NUMBER: <u>60-ICJRP-BP</u>	
1a. SUBGRANT IRS/VENDOR#: <u>N/A</u>		5. DATE: <u>[REDACTED]</u>	
2. PROJECT TITLE: <u>ICJR Blueprint- Victim Advocacy</u>		6. CHANGE PROCESSED BY: <u>Kevin Greenwood</u>	
SECTION I. DEOBLIGATIONS & REOBLIGATIONS			
REASON FOR CHANGE: Reobligation of funding- add \$26,683 for a total subaward of \$72,192		7. PREVIOUS SUBGRANT AMOUNT: <u>45,509.00</u>	
		8. DEOBLIGATION OR REOBLIGATION: <u>26,683.00</u>	
		9. ADJUSTED AWARD AMOUNT: <u>72,192.00</u>	
SECTION II. CHANGES			
10. PROJECT DIRECTOR AND/OR AUTHORIZED OFFICIAL'S NAME:			
FROM <u>Melissa Pierson, Chief Operating Officer</u> <u>Franklin County Office of Justice Policy and Programs/CASA</u> TO <u>Nancy Cunningham, Executive Director</u>			
11. CHANGE SUBGRANT PERIOD:			
FROM <u>4/1/2021 to 9/30/2023</u> TO <u>4/1/2021 to 7/31/2024</u>			
SECTION III. OTHER ADJUSTMENTS AND INFORMATION			
13. ADDITIONAL COMMENTS: This contract adjustment obligates an additional \$26,683 in 2020 U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Response program funding to Nationwide Children's Hospital Research Institute. Contract funds support additional victim advocacy and the purchase of non-construction victim safety supplies (window/door alarms and security bar stoppers for doors). The Franklin County Office of Justice Policy and Programs desires to modify the sub-grant award amount. The grant award period remains the same. This modification was approved by the U.S. Department of Justice's Office on Violence Against Women.			
14. TYPED NAME & TITLE OF AUTHORIZED OFFICIAL <u>Aaron Ufferman, Director of Sponsored Projects</u>		15. SIGNATURE OF AUTHORIZED OFFICIAL <u>[Signature]</u>	

16. Kenneth N. Wilson
County Administrator
Authorized Official, Franklin County

Signature of Authorized Official

[Signature]

07/18/2023

APPROVED AS TO FORM:

G. GARY TYACK
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO

conditioned on Resolution amendment and BOC, CA signature

BY [Signature] 6/30/23
ASSISTANT PROSECUTING ATTORNEY

OVW ICJR 2020-WE-AX-0016

The Center Family Safety and Healing: Current Contract:	\$45,509
Increase by (detail below)	\$26,683
Total of New Contract - Contract	\$72,192

Increase contract for the following services and safety supplies (non-construction)	Unit	Cost per Unit	Total	Note
Victim Advocacy service hours on project	506.43	\$34.95	\$17,700	Provide up to 506 hours of additional victim advocacy support. Rate \$29.37 plus 19% fringe rate, no insurance
ASL interpreter	17.5	\$75.66	\$1,324	\$1,324.05 for ASL interpretation services for CCR meetings, January thru July, 2023. <input type="checkbox"/> CCR meets monthly for a total of 7 meetings x 2.5 meeting hours @ rate of \$75.66 = \$1,324.05 <input type="checkbox"/> CCR is comprised of no less than ten community-based agencies working in tandem with the justice system to provide a coordinated
Master Lock Door Security Bar, Home Security Door Stopper, Adjustable from 27-1/2 in. to 42 in., Door Security for Sliding Doors and Front Doors, 265EC- PORTABLE/NON-CONSTRUCTION	196	\$29.90	\$5,860	Distributed to survivors as part of safety planning, https://www.amazon.com/Master-Lock-Security-Adjustable-White/dp/B0002YUX8I
Door Window Alarm, Super Loud 90 dB Home Security Wireless Magnetic Sensor Burglar Anti-Theft Alarm (Pack of (12)).	100	17.99	\$1,799	Distributed to survivors as part of safety planning, Amazon.com : Door Window Alarm, Super Loud 90 dB Home Security Wireless Magnetic Sensor Burglar Anti-Theft Alarm (Pack of (12)) : Electronics

\$26,683

Resolution No. 0637-21

August 17, 2021

Resolution authorizing three contracts for the purpose of providing outcome based social service programs, advocacy and activities that address critical needs in the Franklin County community under the FY2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program.

(JUSTICE POLICY AND PROGRAMS) (\$309,842.00)

WHEREAS, the Franklin County Office of Justice Policy and Programs (OJPP) was awarded a 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking grant from the U.S. Department of Justice and the Office for Violence Against Women, and will establish the Blueprint for Safety model which integrates best practices in the criminal justice system response to domestic violence; and

WHEREAS, OJPP has entered into a Memorandum of Understanding with City of Columbus - Division of Police, City of Columbus – Franklin County Municipal Court Pretrial and Probation Services, and The Research Institute at Nationwide Children’s Hospital, to provide guidance through the Blueprint for Safety system safety audit and subsequent writing of a unified domestic violence response policy and procedure manual; and

WHEREAS, the specified agencies have agreed to provide outcome based social service programs, advocacy and activities for the specified amounts that will address critical needs in the Franklin County community under the Blueprint for Safety initiative; and

WHEREAS, the term of each contract extends through September 30, 2023.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

The attached contracts and purchase orders are hereby approved for the agency listed below with compensation not to exceed the total contract amount:

Agency	Total Contract	CY21 PO
Columbus Division of Police	\$ 50,907	\$ 8,845
Franklin County Municipal Court	\$213,426	\$ 66,636
Research Inst. at Nationwide Children’s	\$ 45,509	\$ 13,980
	<u>\$309,842</u>	<u>\$ 89,461</u>

Resolution No. 0637-21

August 17, 2021

Prepared by: Kevin Greenwood

cc: Commissioners - OMB
Praxis International

SIGNATURE SHEET FOLLOWS

SIGNATURE SHEET

Resolution No. 637-21

August 17, 2021

RESOLUTION AUTHORIZING THREE CONTRACTS FOR THE PURPOSE OF PROVIDING OUTCOME BASED SOCIAL SERVICE PROGRAMS, ADVOCACY AND ACTIVITIES THAT ADDRESS CRITICAL NEEDS IN THE FRANKLIN COUNTY COMMUNITY UNDER THE FY2020 IMPROVING CRIMINAL JUSTICE RESPONSES TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING GRANT PROGRAM.

(JPU - Justice Policy and Programs)

Upon the motion of Commissioner Erica C. Crawley, seconded by Commissioner John O'Grady:

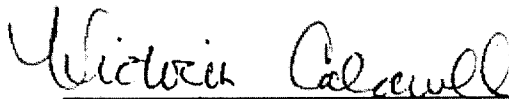
Voting:

Kevin L. Boyce, President	Aye
John O'Grady	Aye
Erica C. Crawley	Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Victoria Caldwell, Clerk
Board of County Commissioners
Franklin County, Ohio

RESOLUTION SUMMARY
Office of Justice Policy and Programs

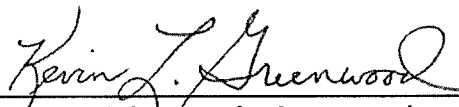
General Session Date: August 17, 2021

Resolution authorizing three (3) contracts for the purpose of providing outcome based social service programs, advocacy and activities that address critical needs in the Franklin County community under the FY2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant Program. (JUSTICE POLICY AND PROGRAMS) (\$309,842.00)

The Franklin County Office of Justice Policy and Programs (OJPP) was awarded a 2020 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking grant from the U.S. Department of Justice and the Office for Violence Against Women, and will establish the Blueprint for Safety model which integrates best practices in the criminal justice system response to domestic violence.

The City of Columbus - Division of Police, City of Columbus – Franklin County Municipal Court Pretrial and Probation Services, and The Research Institute at Nationwide Children’s Hospital have agreed to provide outcome based social service programs, advocacy and activities for the specified amounts that will address critical needs in the Franklin County community under the Blueprint for Safety initiative. Contracts with the agencies run through September 30, 2023:

Agency	Total Contract	CY21 PO
Columbus Division of Police	\$ 50,907	\$ 8,845
Franklin County Municipal Court	\$213,426	\$ 66,636
Research Inst. at Nationwide Children’s	\$ 45,509	\$ 13,980
	<hr/>	<hr/>
	\$309,842	\$ 89,461


 Deputy Director’s Approval

August 4, 2021
 Date

60-ICJRP-BP: CFDA # 16.590

CONTRACT
Between
FRANKLIN COUNTY BOARD OF COMMISSIONERS
And
Research Institute at Nationwide Children’s Hospital

August 17,

This Contract entered into on _____, 2021 and by approval of Resolution 0637-21 by and between **the Research Institute at Nationwide Children’s Hospital, d/b/a the Abigail Wexner Research Institute** a company with its principal address being 700 Children’s Drive, Columbus, OH 43205 (hereafter referred to as “Contractor”) and the Board of Franklin County Commissioners on behalf of the Franklin County Office of Justice Policy and Programs (hereafter referred to as “County”) for the purpose of providing outcome based social service programs and activities that address critical needs in the Franklin County community.

For the mutual considerations herein specified, the County and Contractor have agreed and do hereby agree as follows:

Section 1 Administrative and Specifications Requirements

This Contract consists of the signed contract including the Contract Terms and Conditions, Appendix A Non-Discrimination and Equal Employment Opportunity Affidavit, Appendix B Delinquent Personal Property Tax Affidavit, and Appendix C Statement of Work.

Section 2 Pricing and Delivery of Services

In consideration for the promises and performance of Contractor upon completion of the work as set forth in Appendix B “Statement of Work” the County agrees to pay Contractor an amount not to exceed **\$45,509 (forty-five thousand, five hundred and nine dollars)**. Payments shall be made in accordance with Section 6 of this Contract.

The Contractor must provide all services in accordance with the terms and conditions of the contract prior to receiving payment. The Contractor may not perform any work under this contract prior to award of the contract.

This Contract does not require competitive procurement under existing Federal, State or County regulations.

Section 3 Term of Contract

The term of the Contract shall be in effect from April 1, 2021 through September 30, 2023.

Section 4 Miscellaneous Terms Section/Standard of Care

Section 4.01 Standard of Care

Contractor shall discharge its respective obligations under the Contract with that level of reasonable care which a similarly situated business would exercise under similar circumstances. As an inducement to the County to enter into this Contract, the Contractor represents and warrants the following to the County:

- (a) It is (i) duly incorporated, organized and validly existing under the laws of, and in good standing with its place of incorporation; (ii) has full authority to grant the County the rights granted in this Contract; (iii) has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Contract.
- (b) It shall execute any and all documents or contracts with third parties in its name and shall not represent itself as conducting business on behalf of the County or any of its agencies.
- (c) It has filed all tax returns (federal, state and local) required to be filed and has paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.
- (d) It is in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or

60-ICJRP-BP: CFDA # 16.590

governmental authority that are necessary for the transaction of its business.

60-ICJRP-BP: CFDA # 16.590

Section 4.02 Affirmative Covenants

Until the termination or expiration of this Contract, the Contractor shall:

- (a) Execute such documents and present all necessary documents to the County for signature as are reasonably necessary to ensure that the County receives all services that it is entitled to under the contract and shall take no action that would revoke to the County's rights under this Contract;
- (b) Give notice to the County, within ten (10) days of the Contractor learning thereof, of any litigation involving a claim for damages in excess of One Hundred Thousand Dollars (\$100,000) affecting or relating to the Contractor or the services required under this Contract.
- (c) Promptly notify the County if:
 - i. The Contractor learns of the occurrence of any event which constitutes, or, with the passage of time, the giving of notice or otherwise, will constitute, an Event of Default, together with a detailed statement by a duly authorized representative specifying the nature thereof and what actions such Contractor is taking or proposes to take with respect thereto;
 - ii. Such Contractor receives any notice of default from, or the taking of any other action by, the holder(s) of any promissory note, debenture or other evidence of indebtedness of such Contractor directly related to the work to be performed under this Agreement, together with a detailed statement by the Contractor's duly authorized representative specifying the notice given or other action taken by such holder(s) and the nature of the claimed default and what action such Contractor is taking or purposes to take with respect thereto;
 - iii. Such Contractor learns of the existence of any legal, judicial or regulatory proceedings affecting such Contractor or any of its properties or assets in which the amount involved is material and is not covered by insurance or which, if adversely determined, would cause a material adverse change in the Contractor's performance under this Agreement; or
 - iv. There shall occur or exist any other event or condition causing a material adverse change in the Contractor's ability to carry out work under this Agreement.

Section 4.03 Indemnification

The Contractor shall be responsible for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract and including Contractor's employees and agents.

Section 4.04 Ethics/Conflicts of Interest

The Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law. The Contractor agrees that it shall take reasonable steps to ensure that its owners, members and employees do not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work and shall comply with the applicable provisions of the Ohio Ethics laws.

Section 4.05 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. Contractor may use subcontractors for portions of the work under the Contract, but the Contractor will remain the primary Contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor will provide Franklin County with a list of subcontractors it currently uses. Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

60-ICJRP-BP: CFDA # 16.590

Section 4.06 Consent to Assign

Contractor will not assign any of its rights under this Contract unless County consents to the assignment, in writing including any assignment through a merger or other corporate reorganization. Any purported assignment made without County's written consent is void and may be subject to termination of the contract. County may assert against an assignee any claim or defense County may have against the assignor.

Section 4.07 Record Keeping

The Contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP) during the period covered by the Contract and is required to provide the Franklin County Purchasing Department, Board of Commissioners, or their designated representative, authorized representatives (for the Contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this Contract. Claims documentation may be reviewed through a formal audit and are not subject to the work access requirements set forth in this paragraph.

Section 4.08 Insurance Requirements

ALL INSURANCE COMPANIES PROVIDING COVERAGE SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

Throughout the contract period, the Contractor must maintain a comprehensive insurance program affording as a minimum the items indicated below: A Certificate of Insurance reflecting the required coverage and amount must be submitted with Contractor's response. If there is any reduction in liability amounts below the amounts specified below, a new certificate must be promptly provided to the County.

- 1) Workers' Compensation coverage - as required by law.
- 2) Comprehensive Liability - up to \$1,000,000 single limit occurrence including:
 - a) Bodily Injury Liability: All sums that the company will become legally obligated to pay as damages because of bodily injury, sickness or disease including death any time resulting therefrom, sustained by any person other than its employees and caused by the occurrence.
 - b) Property Damage Liability: All sums that the company will become legally obligated to pay as damages because of injury or destruction caused by the occurrence.

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. Franklin County shall require the Contractor to provide respective certificate(s) of insurance yearly in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 Time of Performance Section

Section 5.01 Time of Contract

The Contract is effective on the later of the effective date or the date upon the signatures of the Franklin County Board of Commissioners. The Contract beginning date is subject to the approval of the Commissioners. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

The contract may be extended for up to **three (3) 1-year contract extension periods**. Any request for a price increase must be justified through documentation that verifies the reason for increase and shall become binding upon the parties upon the execution of a written contract modification signed by both parties and approved via resolution by the Franklin County Board of Commissioners, who have the sole discretion to authorize a modification to this Contract.

Section 5.03 Contract Extension at the End of the Original Contract Period

60-ICJRP-BP: CFDA # 16.590

The Contract may only be extended for up-to 90 days, at the option of the County, to allow for a new procurement process to select a vendor for the services, or the completion of any outstanding deliverables under this Contract with approval of the awarding agency. Any such extension shall be in accordance with the terms and conditions of this Contract. After the 90 days the Contract is considered expired and no further work can be started or completed after this date. Work completed before this date may be paid for by the County. However, any work completed after the 90-day extension date shall not be paid for by the County.

This extension does not require the approval of the Board of Commissioner

Section 6 Fee Payment Schedule, Invoicing, Due Date and Taxes Section

Section 6.01 Fee Payment Schedule

The contractor will be paid a total of **\$45,509 for services rendered as outlined in the scope of work.** The contractor will invoice OJPP on a quarterly basis for actual costs incurred.

Section 6.02 Standard Invoice and Payment

Upon receipt of a proper invoice and unless otherwise stated, payment shall be made to the Contractor. The adequacy and sufficiency of all invoices shall be determined solely by the County. If the County determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required, the burden of providing the required information or documentation is on Contractor.

A "proper invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy. Invoice shall include, at a minimum:

1. Name and address of the Contractor
2. Billing period
3. Unit/monthly cost (must match contract pricing)
4. Remit to address
5. Customer service telephone number

Section 6.03 Payment Due Date

Franklin County normally makes payments within 30-days from the day the invoice is received and acceptance of supplies or services by the Agency. Franklin County will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any entity authorized to utilize this Contract, outside the responsibility of Franklin County is responsible for all orders, invoices, payment, and / or tracking.

Section 6.04 Taxes

Franklin County and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating Franklin County agencies will not pay any taxes on supplies or services purchased from a Contractor. A tax-exempt certificate will be provided to the Contractor upon Contractor's request.

Section 7 Contract Administration and Reports

Section 7.01 Contract Administration

The Franklin County Office of Justice Policy and Programs with the assistance from the Franklin County Purchasing Department will be responsible for the administration of the Contract and will monitor the Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the Purchasing Department for immediate remedy. The Contractor will be notified by Purchasing, failure for the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas, County may apply the termination clauses of this Contract.

Section 7.02 Out of Scope Work and Contract Modification

The Contractor is not allowed to perform any work that is out of scope. If the Contractor believes that the work being requested to be performed is out of scope it must be brought to the attention of the Project

60-ICJRP-BP: CFDA # 16.590

Manager or the Purchasing Department. Any work that is out of scope, if it is determined to be necessary by the County, must be added to the Scope of Work through a written contract modification that is approved by the Board of County Commissioners, who have the sole authority to modify the Contract. Approval of a contract modification under this section by the Board of County Commissioners shall be at their sole and complete discretion.

If the Contractor knowingly performs work that is out of scope and does so without the proper written authorization from the Board of Commissioners they do so at their own risk. The County will not be liable for any cost of the work performed that was out of scope and done without the proper authorization.

Section 7.03 Status Reports

Reports required under the specifications of the Contract will be provided in the required timeframes, in the required format, and to the stipulations of the County.

Section 7.04 Developed Material

All reports that have been prepared, written, created, or developed pursuant to the specifications in this Contract shall become the property of Franklin County and may be returned only at Franklin County's discretion. Furthermore, Franklin County owns the entire title, right, and interest to said materials including the right to reproduce or distribute said material.

Section 7.05 Quality Assurance

The Contractor is responsible for the quality of the services provided to the County under this Contract.

Section 8 Contract Cancellation; Termination; Remedies Section

Section 8.01 Contract Cancellation

The County may cancel this Contract upon any one of the following events. The cancellation will be effective on the date delineated by County.

- 1) **90-Day Notice Termination:** Franklin County reserves the right to terminate the resulting contract immediately by giving the vendor 90-days written notification. If this Contract is terminated for convenience, Franklin County shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.
- 2) **Non-Appropriation of Funds:** This Contract is contingent upon Franklin County receiving funding on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year, this Contract shall terminate on the last day of the fiscal year in which funding was approved, without penalty to Franklin County. Franklin County will provide the Contractor with written notification within 10 business days after being notified that the funding is no longer approved.
- 3) **Cancellation for Failure to Retain Certification:** Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failure to renew any certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.
- 4) **Cancellation for Financial Instability:** Franklin County may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 8.02 Termination for Default

Franklin County may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger performance of this contract.

Franklin County may exercise its right to terminate this contract under this Section of the Contract if after

60-ICJRP-BP: CFDA # 16.590

receipt of the notice from Franklin County specifying the failure the Contractor does not offer a plan to cure such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

If Franklin County terminates this Contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner the County considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to Franklin County for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of the fees that have been paid to the Contractor as of the termination date of the Contract. However, the Contractor shall continue the work not terminated.

Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

Section 8.03 Actual Damages

Contractor is liable for all damages caused by the Contractor's default or gross negligence. The County may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. The County may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the Contract.

Section 9 Certification and Affidavits

Section 9.01 Contractor's Warranty against an Unresolved Finding for Recovery Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this Contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any contract, without notifying the County of such finding.

If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

Section 9.02 Suspension and Debarments

The County will not award a contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Excluded Parties List in the System for Award Management (SAM) database at <https://www.sam.gov/SAM/> or as may be amended.

Section 9.03 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance

60-ICJRP-BP: CFDA # 16.590

premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this Contract.

Section 9.04 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the Contractor will be required to provide said certificate within thirty (30) calendar days after notification to award to: Franklin County, Purchasing Department, 25th Floor, 373 S. High St., Columbus, OH 43215-6315. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and cause dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 9.05 Non-Discrimination / Equal Opportunity Provisions`

The Contractor agrees that in the hiring of employees for the performance of work under the Contract Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed on Appendix A-1 (*Non-Discrimination / Equal Opportunity Affidavit*) of the Contract, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

Section 9.06 Delinquent Personal Property Taxes

By the signature affixed on Appendix B (*Delinquent Personal Property Taxes*) of the Contract, the Contractor certifies that they are 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.

Section 10 Special Considerations Section 10.01 Governing Law/Venue

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be formed and venued in the Court of Common Pleas General Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

Section 10.02 Entire Contract/Amendment/Waiver

This Contract and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such

60-ICJRP-BP: CFDA # 16.590

amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 10.03 Independent Status of the Contractor

- 1) The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.
- 2) The Contractor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

Section 10.04 Public Record and Treatment of Confidential and Proprietary Information

Pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor shall be considered a public record. In the event the County receives any request for any information received as part of this Contract the County will immediately take steps to release the information to the requesting party. In the event the competitive submittal was an RFP, then in accordance with 307.862(c) the information will be released as soon as the contract is entered into the Commissioners Resolution Management System (CRMS).

Section 10.05 Green Initiatives

By adoption of Resolution 432-17, the Franklin County Board of Commissioners have reaffirmed the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices through deployment of alternate-fuel and hybrid electric vehicles.

It is Board of Commissioners' intent to support the green energy economy through workforce partnerships and do business with providers of goods and service who promote sustainable environmental policies within their own businesses while they are doing business with Franklin County.

Section 10.06 Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by fax or by e-mail. Notice shall be sent to the following addresses:

To the Company:

The Research Institute at
Nationwide Children's Hospital
700 Children's Drive
Columbus, OH 43205-2664
Attn: Paige Zilincik
614-355-3478

60-ICJRP-BP: CFDA # 16.590

If to the County:

Franklin County Office of Justice Policy and
Programs
Kovin Greenwood, Deputy Director of Survivor
Services
373 South High Street, 25th Floor
Columbus, Ohio 43215
Telephone: 614-525-5067

Section 10.07 Off-Shore Activities

No portion of this Contract may be performed offshore. All services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly pertain to servicing this Contract shall be performed within the borders of the United States. This shall include any back up services for data, back office services and work performed by subcontractors at all tier

Section 10.08 Time of the Essence

The time limits and time lines set forth herein are of the essence of this Contract. Each Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder.

Section 10.10 Travel Expenses

Any travel that the Contractor requires to perform its obligations under the Contract will be at the Contractor's expense. The County will pay for any additional travel that it request only with prior written approval. The County will pay for all additional travel expenses that it requests in accordance with the Board of Commissioners' travel policy.

Section 10.11 Headings

The headings used in this Contract are for convenience only and will not affect the interpretation of any of the contract terms and conditions.

Section 10.12 Survivorship

All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

Section 10.13 Small and Emerging Business

Contracts and/or sub-grants awarded to vendors and/or providers meeting the legal criterial of a Small and Emerging Business are asked to register through the Franklin County Purchasing website at <http://purchasing.franklincountyohio.gov/businesses/vendor-registrations.cfm>. Vendors will be asked to identify which certifications they hold. Please note this information will be posted on a publically available website.

60-ICJRP-BP: CFDA # 16.590

The parties hereto have set their hands in seals this day _____.

Franklin County Board of Commissioners

Research Institute at Nationwide Children's Hospital

By: _____
Kevin L. Boyce, President

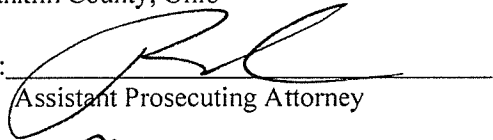
By:  _____
Aaron Ufferman, Director of Sponsored Projects

By: _____
John O'Grady, Commissioner

By: _____
Erica C. Crawley, Commissioner

APPROVED AS TO FORM:

Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By:  _____
Assistant Prosecuting Attorney

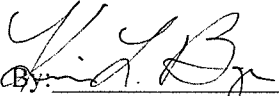
Date: 8.5.21


60-ICJRP-BP: CFDA # 16.590


The parties hereto have set their hands in seals this day August 17, 2021.


Franklin County Board of Commissioners

Research Institute at Nationwide Children's Hospital

By: 
Kevin L. Boyce, President

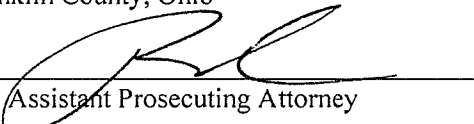
By: 
Aaron Ufferman, Director of Sponsored Projects

By: 
John O'Grady, Commissioner

By: 
Erica C. Crawley, Commissioner

APPROVED AS TO FORM:

Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: 
Assistant Prosecuting Attorney

Date: 8.5.21

60-ICJRP-BP: CFDA # 16.590

APPENDIX A
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
(Must be Completed and Notarized)

STATE OF Ohio

COUNTY/PARISH OF Franklin

Aaron Ufferman being first
Printed Name

duly sworn, deposes and says that they are Director, Sponsored Projects
(President, Secretary, etc.)

of Research Institute at Nationwide Children's Hospital, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded a contract under this bid, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

[Handwritten Signature]
Signature
Aaron Ufferman

Affiant

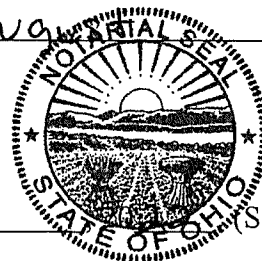
Research Institute at Nationwide Children's Hospital
Company/Corporation

700 Children's Drive
Address

Columbus, Ohio 43205-2664
City/State/Zip Code

Sworn to and subscribed before me this 2nd day of August,

2021
Hillary K. McGowan
Notary Public



Hillary K McGowan
Notary Public, State of Ohio
My Commission Expires 10-02-22

My Commission expires October 2 (Seal)

60-ICJRP-BP: CFDA # 16.590

APPENDIX B

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Contract: Research Institute at Nationwide Children's Hospital

Department: Office of Justice Policies and Programs

State of Ohio _____ County of Franklin _____, ss:

Aaron Ufferman Being first duly sworn, deposes and says that he/she is the (Name)

Director of Sponsored Projects of Research Inst. at Nationwide Children's Hospital (Title)

with offices located at 700 Children's Drive, Columbus, Ohio 43205-2664 _____,

and as it's duly, authorized representative states that effective this day of _____,

(X) is not charged with delinquent 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.

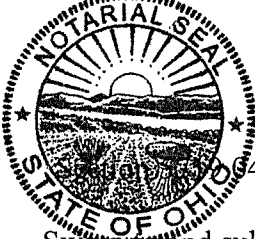
() is charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Table with 2 columns: County, Amount: (include total amount and any penalties and interest thereon). Row 1: Franklin, \$ 0. Row 2: \$ _____

[Signature] (Affiant)

Sworn to and subscribed this 2nd day of August, 2021.

[Signature] (Notary Public)



Hillary K McGowan Notary Public, State of Ohio My Commission Expires 10-02-22

My Commission expires October 2, 2022 (Seal)

Sworn to and subscribed this 2nd day of August, 2021.

60-ICJRP-BP: CFDA # 16.590

APPENDIX C

STATEMENT OF WORK

The Center for Family Safety and Healing, under the direction of the Franklin County Office of Justice Policy and Programs (OJPP) and as supported by Office of Violence Against Women 2020 Innovative Criminal Justice Response program will work to achieve the objective of **reducing domestic violence homicides**. By working with justice partners to adopt the Blueprint for Safety: Interagency Response to Domestic Violence model in Franklin County, the Blueprint for Safety inter-agency project team will:

- Promote increased use of evidence-based practices and programs to improve identification of and coordinated responses to high-risk domestic violence incidents.
- Promote proactive collaboration and data sharing among Franklin County justice system agencies to address domestic violence crimes.
- Further develop relationships that promote seamless referrals and linkages of victims to community-based supports

The Center for Family Safety and Healing (TCFSH) will carry out this objective through the following deliverables and terms of this Contract:

- a) Dedicating a court-focused Victim Support Coordinator to participate on the Blueprint for Safety inter-agency response team and engage in activities outlined in project MOU signed by the agency's authorized representative. A copy of the MOU (unsigned) is included as an attachment.
- b) Court-focused Victim Support Coordinator also commits to completing the Blueprint for Safety project orientation facilitated by Praxis International and working alongside the Blueprint Project Director and Praxis International Consultant to review findings from safety assessment activities and proposed policy changes to ensure victim voice in present in modifying and implementing domestic violence response policy, procedures and practices.
- c) Accept \$45,509 project funding to support approximately 1,070 hours of court-focused Victim Support Coordinator's time on project at a rate of \$42.54 per hour. Contract payments will be reimbursements for actual costs incurred.