

**GOVERNOR'S OFFICE OF FAITH-BASED AND COMMUNITY INITIATIVES
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-89-01-_____

RECITALS:

This Subgrant Agreement is created pursuant to the Grant that is awarded by the Governor's Office of Faith-Based and Community Initiatives (hereinafter referred to as "GOFBCI"), and the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") State of Ohio to _____ (hereinafter referred to as "SUBGRANTEE"). GOFBCI and ODJFS hereby award the Subgrant and SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions as set forth in this Subgrant Agreement.

ODJFS issued a Request for Grant Applications (hereinafter "RFGA") number **R-89-01-0743** dated December 4, 2007 and entitled **Feed Ohio: Summer Food Service Program**. The ODJFS evaluation team recommended for award the Proposal submitted by SUBGRANTEE dated not later than January 11, 2008 (hereinafter "Proposal"). Both the RFGA and the Proposal are hereby incorporated by reference.

This Subgrant is made with funds from the Temporary Assistance to Needy Families program. ODJFS serves as the fiscal agent for GOFBCI.

DEFINITIONS:

- A. For the purposes of this Subgrant Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal control," "management decision," "non-profit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in section. 105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- B. For the purposes of this Subgrant Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "subgrantee," "supplies," "suspension," and "termination" have the same meanings as provided in Title 45 of the Code of Federal Regulations Part 74.2 (45 CFR 74.2).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT ACTIVITIES

- A. SUBGRANTEE will use Subgrant funds to serve as a United States Department of Agriculture (USDA) Summer Food Service Program (SFSP) sponsor and will establish at least two new SFSP sites and provide enrichment programs to accompany the SFSP meal during the Summer of 2008 (hereinafter "Grant activities"). SUBGRANTEE will fulfill its responsibilities under this Subgrant by performing activities in accordance with the RFGA and with the Proposal, including at minimum:
 - 1. Providing SFSP site services by June 2008 and maintain services for a minimum of eight weeks.
 - 2. Preparing enrichment program curricula during Spring 2008 for use by the opening day of the site in June 2008. The enrichment program must contribute to participants' social and academic development, physical fitness, and nutrition education.
 - 3. Executing an enrichment program at each site around the SFSP meal that will run for the same duration as the SFSP. The enrichment program activities must run for a duration of at least one and one-half (1.5) hours surrounding the lunchtime.
 - 4. Publicizing the SFSP sites and accompanying enrichment programs at appropriate places from April to June 2008, or longer.

5. Maintaining detailed attendance and participation records in accordance with ODJFS and GOFBCI requirements.
 6. Attending all mandatory GOFBCI meetings and training sessions.
 7. Preparing and submitting to GOFBCI detailed project reports according to GOFBCI standards and time frames, or as needed by GOFBCI.
- B. The GOFBCI Subgrant Manager is Shandell Jamal.
- C. The GOFBCI Subgrant Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Subgrant Agreement. SUBGRANTEE will comply with any requests or instructions to the within ten (10) days after receipt of the requests or instructions. GOFBCI and SUBGRANTEE understand that any requests or instructions are strictly to ensure the successful completion of the activities described in this Subgrant Agreement, and are not intended to amend or alter this Subgrant Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Subgrant Agreement, including the compensation stated hereunder, SUBGRANTEE will notify the GOFBCI Subgrant Manager pursuant to ARTICLE VI. SUBGRANTEE agrees to consult with the GOFBCI Subgrant Manager as needed to clarify Subgrant -related activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from the date of issuance of an approved State of Ohio purchase order or March 12, 2008, whichever is later, through October 1, 2008 unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE V prior to the above termination date.
- B. In addition to the above paragraph it is expressly understood by both GOFBCI and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to existing obligations. The GOFBCI Subgrant Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is _____ and _____/100 Dollars (\$_____) for the Subgrant Agreement period specified in ARTICLE II. ODJFS will provide SUBGRANTEE with funds in an amount up to _____ and _____/100 Dollars (\$_____) for State Fiscal Year ("SFY") 2008 and funds in an amount up to _____ and _____/100 Dollars (\$_____) for SFY 2009 expressly for the performance of Subgrant activities listed in ARTICLE I of this Subgrant Agreement. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. Funds will be paid on a monthly basis upon completion of Subgrant Activities and SUBGRANTEE's submission of three (3) copies of the respective invoice to the Director of the Governor's Office of Faith-Based and Community Initiatives, 77 South High Street, 7th Floor, Columbus, OH 43215-6117. Each request will contain:
1. SUBGRANTEE's name, complete address, and Federal Tax Identification number;
 2. SUBGRANTEE's purchase order number;
 3. Subgrant Agreement number and dates;
 4. The amount and purpose of the reimbursement;
 5. Description of activities performed during the billing period; and
 6. Receipt or other proof of expenses incurred by SUBGRANTEE during the billing period
- C. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for:

1. Any work performed prior to SUBGRANTEE's receipt of notice from the GOFBCI Subgrant Manager that the provisions of ORC 126.07 have been met as described in ARTICLE II; or
 2. Any work performed after the ending date specified in ARTICLE II.
- D. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after The State of Ohio purchase order has been closed. SUBGRANTEE must submit final invoices for payment no later than ninety (90) days after the ending date of this Subgrant Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- E. Subject to the provisions of ORC 126.07 and ORC 131.33, which will at all times govern this Subgrant Agreement, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Subgrant Agreement;
 2. It intends to maintain this Subgrant Agreement for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Subgrant Agreement.

SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or funding sources external to the State of Ohio, such as federal funds. If the Ohio General Assembly or the external funding source fails at any time to continue funding GOFBCI and ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of GOFBCI, ODJFS or the State of Ohio.

- F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110, A-122, and A-133 as well as 45 CFR 74, including but not limited to the following federal rules:
1. Standards for financial management systems: SUBGRANTEE and any of its subrecipients will comply with the requirements of 45 CFR 74.21, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28, SUBGRANTEE and any of its subrecipients may charge to the Subgrant award only costs resulting from obligations incurred during the funding period specified in the Recitals section of this Subgrant Agreement. All obligations incurred under the Subgrant award must be liquidated no later than ninety (90) days after the end of the funding period unless otherwise specified herein.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23, matching or cost sharing requirements applicable to the Federal program providing the Subgrant must be satisfied by allowable costs incurred or third-party in-kind contributions.
 4. Program Income: Program income, as defined in 45 CFR 74.24, must be used as specified in that section.

5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, the title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or any of its subrecipients with Subgrant funds, will be governed by the provisions of 45 CFR 74.34.
7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or any of its subrecipients with Subgrant funds will be governed by the provisions of 45 CFR 74.35.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 74.26 and OMB Circular A-133, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send one (1) copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Circular A-133 that include, but are not limited to:
 1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, regulations, and all applicable provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Preparation of appropriate financial statements that include a schedule of federal award expenditures;
 5. Proper performance and timely submission of the A-133 Single Audit; and
 6. Follow-up on audit findings that includes the preparation of a summary schedule of prior audit findings and any related corrective action, and the preparation of a corrective action plan.
- C. SUBGRANTEE certifies that, in compliance with 45 CFR 74.53, it will grant the awarding agency, the United States Comptroller General, or any of their duly authorized representatives, access to any books, documents, papers, and records that directly pertain to this Subgrant Agreement for auditing, examination, excerpts, and transcription purposes.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. Upon thirty (30) days written notice to the other parties, GOFBCI, ODJFS, or SUBGRANTEE may terminate this Subgrant Agreement.
- B. Notwithstanding the provision of ARTICLE V, Section A, GOFBCI or ODJFS may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
 1. GOFBCI or ODJFS loses funding as described in ARTICLE III, Section F;
 2. GOFBCI or ODJFS discovers any illegal conduct on the part of SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.
- C. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease performance of all suspended or terminated activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrant agreements related to suspended or terminated activities;

3. Prepare and furnish to GOFBCI a report, as of the date SUBGRANTEE received notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks GOFBCI or ODJFS may require.
- D. In the event of suspension or termination under this ARTICLE V, and upon receipt of a proper invoice from SUBGRANTEE, GOFBCI and ODJFS will determine the amount of any unpaid Subgrant funds due SUBGRANTEE for activities performed prior to SUBGRANTEE's receipt of notice of termination or suspension based on calculations of the payments set forth in ARTICLE III in consideration of any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by SUBGRANTEE.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations or duties embodied in this Subgrant Agreement, GOFBCI and ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. A waiver by GOFBCI or ODJFS of any occurrence of SUBGRANTEE breach or default is not a waiver of subsequent occurrences. GOFBCI and ODJFS retain the right to exercise all of the remedies mentioned in this Section E and elsewhere in this Subgrant Agreement. If GOFBCI, ODJFS, or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur. Waiver by GOFBCI or ODJFS will not be effective unless it is in writing signed by the GOFBCI and the ODJFS Directors.

ARTICLE VI. NOTICES

- A. GOFBCI, ODJFS, and SUBGRANTEE agree that, pursuant to ARTICLE I, Section C, communication regarding the activities, scope of work, invoice or billing questions, and other routine instructions will be between SUBGRANTEE and the identified GOFBCI Subgrant Manager.
- B. Notices to GOFBCI and/or ODJFS sent by SUBGRANTEE concerning changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of the Office of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices to SUBGRANTEE sent by GOFBCI or ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Subgrant Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of the this Subgrant Agreement.
- D. All notices in accordance with Sections B and C of this ARTICLE VI will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, regardless of medium, produced by SUBGRANTEE under this Subgrant Agreement, and all records, documents, writings and other information, regardless of medium, used by SUBGRANTEE in the performance of this Subgrant Agreement will be treated according to the following terms:

- A. SUBGRANTEE agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Subgrant Agreement or with funds provided by this Subgrant will become the property of GOFBCI. GOFBCI reserves the unrestricted right to reproduce, distribute, modify, maintain and use the information in any way it deems appropriate. SUBGRANTEE further agrees not to seek nor obtain copyright, patent or other proprietary protection for any materials or items produced under this Subgrant Agreement. SUBGRANTEE understands that all materials and items produced under this Subgrant Agreement will be made freely available to the general public unless GOFBCI determines that such materials are confidential under federal and state laws.

- B. All GOFBCI information that is classified as public or private under Ohio law and GOFBCI or ODJFS rules will be treated as such by SUBGRANTEE. Any questions as to whether any information is public or private will be determined by GOFBCI and ODJFS. SUBGRANTEE will not use any information, systems, or records made available to it for any purpose other than to fulfill the activities specified herein. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of GOFBCI and ODJFS and to include the terms of this section in any contract or subgrant executed by SUBGRANTEE for work under this Subgrant Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held to be confidential by GOFBCI and ODJFS. Proprietary information is information, which, if made public, would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade. GOFBCI and ODJFS reserve the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE VII are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of trade secrets found at ORC 1333.61.
- D. All records relating to cost, work performed, and supporting documentation for invoices submitted to GOFBCI and ODJFS, as well as copies of all material produced under this Subgrant Agreement will be retained by SUBGRANTEE and made available for audit by the State of Ohio (including but not limited to GOFBCI, ODJFS, the Auditor of State, the Inspector General and duly authorized law enforcement officials) and agencies of the United States government. These records and materials will be retained and made available for a minimum of three (3) years after SUBGRANTEE receives the last payment pursuant to this Subgrant. If an audit, litigation or similar action is initiated during this time period, SUBGRANTEE will retain such records until the action is concluded and all issues resolved or the three-year period expires, whichever is later. If appropriate, SUBGRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-87, A-110, A-122 or A-133.
- E. SUBGRANTEE hereby agrees to current and ongoing compliance with 42 United States Code (USC) Section 1320(d) through 1320- (d) 8 and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). SUBGRANTEE further agrees to include the terms of this Section E in any subgrant agreements that may be executed pursuant to this Subgrant Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment:** This writing constitutes the entire agreement between GOFBCI, ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Subgrant Agreement. GOFBCI, ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.
- B. **Assignment of Interests:** SUBGRANTEE agrees not to assign any interest in this Subgrant Agreement, including subcontracts and grants, and will not transfer any interest in this Subgrant Agreement without the prior written approval of GOFBCI and ODJFS. Any assignments or transfers will be subject to any and all conditions GOFBCI deems necessary and will be submitted to the GOFBCI Subgrant Agreement Manager at least 10 (ten) days prior to the desired effective date. GOFBCI and ODJFS approval of assignment will not be deemed to provide for the incurrence of any obligation by GOFBCI or ODJFS that exceeds the total Subgrant amount specified in ARTICLE III of this Subgrant Agreement.
- C. **Subawards**
1. Subgrants: Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 74.5.
 2. Debarment and Suspension: As provided in 45 CFR 74.13, SUBGRANTEE and any of its subrecipients must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While SUBGRANTEE and any of its subrecipients may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 74.44. In

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

4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 74.51.

D. **Duties as Pass-through Entity:** In the event that SUBGRANTEE subgrants federal funds received under this Subgrant Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:

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

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL SUBGRANT CONDITIONS

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

A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this ARTICLE IX, Section A, GOFBCI will consider this Subgrant Agreement to be *void ab initio* (invalid from the beginning) and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Subgrant Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor or any other federal agency. SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
2. SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Subgrant Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify GOFBCI in writing and will immediately cease performance of Subgrant activities.
 3. SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one (1) unfair labor practice contempt of court finding.
 4. SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 5. SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this ARTICLE IX, Section B, GOFBCI may immediately suspend or terminate this Subgrant Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, **only** for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans With Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Equal Employment Opportunity:**
 - a. In carrying out this Subgrant Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. SUBGRANTEE will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status.
 - b. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. SUBGRANTEE will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age in all solicitations or advertisements for employees placed by or on behalf of SUBGRANTEE. SUBGRANTEE will incorporate the foregoing requirements of this Section B in all of its subgrants or subcontracts for any of the work prescribed herein.

3. SUBGRANTEE certifies that by executing this Subgrant Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
4. SUBGRANTEE certifies, by executing this Subgrant Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
5. SUBGRANTEE agrees to refrain from promising or giving to any GOFBCI or ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit a GOFBCI or ODJFS employee to violate ORC sections 102.03, 2921.42, or 2921.43.
6. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Subgrant Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until GOFBCI and ODJFS determine that participation would not be contrary to public interest.
7. **Lobbying Restrictions:**
 - a. Federal: SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Subgrant Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.
 - b. State: SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
8. SUBGRANTEE agrees to cooperate with GOFBCI, ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
9. If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
10. SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Subgrant Agreement agree to comply with all applicable state and federal laws regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that no SUBGRANTEE officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
11. SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor:** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between GOFBCI, ODJFS and/or SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Subgrant Agreement.
- B. **Limitation of Liability:** SUBGRANTEE agrees to hold GOFBCI and ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Subgrant activities. SUBGRANTEE will reimburse GOFBCI, ODJFS, or any official or employee of GOFBCI or ODJFS acting in his or her official capacity, and/or the State of Ohio for any judgments for infringement of patents or copyrights. GOFBCI's and ODJFS's liability for damages, whether in contract or in tort, will not exceed the **lesser** of the total amount of funds payable to SUBGRANTEE under this Subgrant Agreement or the amount of direct damages incurred by SUBGRANTEE. SUBGRANTEE's sole and exclusive remedy for any GOFBCI or ODJFS failure to perform under this Subgrant Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE X. In no event will GOFBCI or ODJFS be liable for any indirect or consequential damages, including loss of profits, even if GOFBCI or ODJFS knew or should have known of the possibility of such damages.
- C. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against GOFBCI, ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Subgrant Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Subgrant Agreement.

ARTICLE XI. CONSTRUCTION

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

ARTICLE XII: INCORPORATION BY REFERENCE

In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Subgrant Agreement, the provisions of this Subgrant Agreement will determine the obligations of the parties. In the event that this Grant Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Subgrant Agreement and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS

**GOVERNOR'S OFFICE OF FAITH-BASED AND COMMUNITY INITIATIVES
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-89-01-_____

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE GOVERNOR'S OFFICE OF FAITH-BASED AND COMMUNITY INITIATIVES AND THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Organization Name

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Authorized Signature (Blue Ink Please)

HELEN E. JONES-KELLEY, Director

Printed Name of Signatory

Date

Date

Tax Identification Number

GOVERNOR'S OFFICE OF FAITH-BASED AND
COMMUNITY INITIATIVES

Address

GREG LANDSMAN, Executive Director

City, State, Zip

Date