

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-89-09-XXXX

This Subgrant is awarded by the Ohio Department of Job and Family Services, State of Ohio (hereinafter referred to as "ODJFS") to _____ (hereinafter referred to as "SUBGRANTEE"). ODJFS hereby awards this Subgrant and SUBGRANTEE hereby accepts this Subgrant and agrees to comply with all the terms and conditions as set forth in this Subgrant Agreement.

This Subgrant is for the program known as the Access Visitation Program, a program funded as a pass-through to County Child Support Enforcement Agencies to enhance visitation between children and non-custodial parents. This Subgrant is made pursuant to the following federal award: Grants to States for Access and Visitation Programs, Catalog of Federal Domestic Assistance (CFDA) number 93.597, award number G9907AV, award year 2007, awarded by the United States Department of Health and Human Services.

RECITALS

- A. ODJFS issued a Request for Application, entitled "Access/Visitation Grant Request for Application" (hereinafter "RFA") numbered R-89-09-8007 and dated _____.
- B. The ODJFS evaluation committee recommended for award the Application of SUBGRANTEE dated _____ (hereinafter "Application").

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

DEFINITIONS

- A. For 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," "OMB," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in §.105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- B. For 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 45 CFR 92.3.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT ACTIVITIES

- A. The purpose of this Subgrant is to fund the Access Visitation Program (the Program). Performance of these services shall be in accordance with the details, specifications, and quality standards offered by SUBGRANTEE in its Application. The goal of the Program is to continue to the following services:

- B. The ODJFS Subgrant Agreement Manager is Jeremy Belville.
- C. ODJFS may, from time to time as it deems appropriate, communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Subgrant Agreement. Within ten (10) days after receipt of such instructions, SUBGRANTEE shall comply with the instructions to the

satisfaction of ODJFS. It is expressly understood by the parties that any such instructions are for the sole purpose of ensuring the successful completion of the activities described in this Subgrant Agreement, and are not intended to amend or alter this Subgrant Agreement or any part thereof. All such requests and instructions shall be communicated to SUBGRANTEE by the ODJFS Subgrant Agreement Manager. If SUBGRANTEE believes that such instructions would materially alter the terms and conditions of this Subgrant Agreement or the compensation stated hereunder, SUBGRANTEE shall notify the ODJFS Subgrant Agreement Manager pursuant to ARTICLE VI. SUBGRANTEE agrees to consult with the ODJFS Subgrant Agreement Manager as necessary to assure understanding of the Subgrant Activities and the successful completion thereof.

- D. SUBGRANTEE to whom this Subgrant is awarded shall be deemed the subrecipient of the federal grant received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Subgrant Agreement is also considered a subrecipient of federal funds and must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-133. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Circular A-133 for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Subgrant Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement shall be in effect from January 1, 2009, or upon signature of the Director of ODJFS, whichever is later, through June 30, 2009, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE V prior to the above expiration date.
- B. In addition to the above paragraph it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement shall not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC 126.07, that there is a balance in the appropriation not already obligated to pay existing obligations. The ODJFS Subgrant Agreement Manager shall notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is _____. Up to _____ for SFY 2009 shall be made available to SUBGRANTEE by ODJFS expressly for the performance of the activities described in ARTICLE I of this Subgrant Agreement. SUBGRANTEE shall provide a match either in kind or cash of _____ for SFY 2009. SUBGRANTEE certifies to ODJFS that non-federal funds not previously employed as match for other federal projects will be used as match for the project identified in ARTICLE I. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. Compensation shall be made as reimbursement for actual expenditures incurred and paid by SUBGRANTEE as discussed generally in the Application and pursuant to SUBGRANTEE's accepted budget or cost proposal which is Attachment A to this Subgrant Agreement and hereby incorporated by reference.
- C. SUBGRANTEE shall submit three copies of detailed invoices on a monthly basis to: Ohio Department of Job and Family Services, Office of Child Support, Bureau of Fiscal Administration, P.O. Box 182709, Columbus, Ohio 43218. Each invoice shall contain:
1. SUBGRANTEE's name, complete address, and Federal Tax I.D. number;
 2. Subgrant Agreement number and dates;
 3. Amount and purpose of the invoice, and
 4. Backup documents supporting payment request.

SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS. Reporting of costs shall be in accordance with directions from ODJFS.

- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to the following federal rules:

1. Standards for financial management systems. SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR Part 92, *Standards for Financial Management Systems*, 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 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations of the funding period specified in this Subgrant Agreement unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated not later than ninety (90) days after the end of the funding period.
 3. Matching or Cost Sharing. Matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions, as provided in 45 CFR 92.24, and subject to the qualifications, exceptions, and requirements of that section.
 4. Program Income. Program income, as defined in 45 CFR 92.25, must be used as specified in this section.
 5. Real Property. If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 92.31.
 6. Equipment. Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 92.32.
 7. Supplies. Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 92.33.
- E. 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. Therefore, SUBGRANTEE must submit final invoices for payment not later than ninety (90) days after the date of termination of this Subgrant Agreement. Failure of SUBGRANTEE to submit final invoices by this deadline shall be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which shall 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 herein and has no reason to believe that it will not have sufficient funds to make all payments due hereunder during such period; and (3) it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Subgrant Agreement. However, it is understood by SUBGRANTEE that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement is terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 92.26, SUBGRANTEE must have an entity-wide single audit as specified in that section. One copy of every audit report must be sent to the ODJFS, Office of the

Chief Inspector, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215-3414, within two (2) weeks of SUBGRANTEE's receipt of any such audit report.

- B. Responsibilities of SUBGRANTEE as an auditee under OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with laws, regulations, and the provisions of contracts, grants, or subgrant agreements related to each of its federal programs;
 4. Preparation of appropriate financial statements, including a schedule of expenditures of federal awards;
 5. Ensuring that the required A-133 Single Audit is properly performed and submitted when due; and
 6. Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Subgrant Agreement.
- B. Notwithstanding the provision of this ARTICLE V, Section A, ODJFS may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to SUBGRANTEE if: (1) ODJFS loses funding as described in ARTICLE III, Sections F and G; or (2) ODJFS discovers any illegal conduct on the part of SUBGRANTEE; or (3) SUBGRANTEE has violated any provision of ARTICLE IX.
- C. As provided in 45 CFR 92.43 and governed by that section, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, a state plan or application, a notice of award, this Subgrant Agreement, or elsewhere, ODJFS may take one or more of the following actions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by SUBGRANTEE or subgrantee or more severe enforcement action;
 2. Disallow (*i.e.*, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for SUBGRANTEE's or its subgrantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.

The provisions of this paragraph are in addition to other remedies detailed in this Subgrant Agreement.

- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, shall do all of the following: (1) cease the performance of the 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 subgrants related to suspended or terminated activities; (3) prepare and furnish to ODJFS a report, as of the date of receipt of the notice of termination or suspension, describing the status of all Subgrant Activities including results accomplished and conclusions resulting from the activities; and (4) such other matters as ODJFS may require.
- E. In the event of suspension or termination under this ARTICLE, ODJFS shall, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due SUBGRANTEE for activities performed prior to SUBGRANTEE's receipt of the notice of termination or suspension. In determining the amount due SUBGRANTEE, ODJFS shall base its calculations on the payments set forth in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS shall not be liable for any further claims submitted by SUBGRANTEE.
- F. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver by ODJFS of any occurrence of breach or default is not a waiver of

subsequent occurrences, and ODJFS retains the right to exercise all of the remedies herein above mentioned. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS shall not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

- A. The parties agree that, pursuant to ARTICLE I, Section C, communication regarding the Subgrant Activities, scope of work, invoice or billing questions, and other day-to-day instructions shall be between SUBGRANTEE and the identified ODJFS Subgrant Agreement Manager.
- B. Notices to 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 shall be sent to: Deputy Director for Contracts and Acquisitions, Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414.
- C. Notices to SUBGRANTEE sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Subgrant Agreement shall be sent to the party who has signed this Subgrant Agreement as the authorized signatory on the last page of this Subgrant Agreement.
- D. All notices in accordance with Sections B and C of this ARTICLE VI shall be in writing and shall be deemed to be given when received. Such 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 shall 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 Agreement shall become the property of ODJFS which shall have the unrestricted right to reproduce, distribute, modify, maintain, and use in any way they deem appropriate. SUBGRANTEE further agrees that it will not seek nor obtain copyright, patent, or other proprietary protection for any materials or items produced under this Subgrant Agreement. SUBGRANTEE also agrees that all materials and items produced under this Subgrant Agreement shall be made freely available to the general public unless ODJFS determines that, pursuant to federal and state laws such materials are confidential.
- B. All ODJFS information which under the laws of Ohio and ODJFS rules, is classified as public or private, will be treated as such by SUBGRANTEE. Any questions as to whether the information is public or private shall be determined by ODJFS. SUBGRANTEE shall not use any information, systems, or records made available to it for any purpose other than to fulfill the specific Subgrant activities specified herein. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS. The terms of this section shall be included in any contract or subgrant executed by SUBGRANTEE for work under this Subgrant Agreement.
- C. SUBGRANTEE information which is proprietary and has been specifically identified by SUBGRANTEE as proprietary shall be held to be confidential by ODJFS. Proprietary information is information which, if made public, would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE VI 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 ODJFS along with copies of all material produced under this Subgrant Agreement shall be retained by SUBGRANTEE and made available for audit by the State of Ohio (including but not limited to 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 shall 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 shall retain such records until the action is concluded and all issues resolved or the three year period expires, whichever is later.
- E. SUBGRANTEE hereby agrees to current and ongoing compliance with 42 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").

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. Amendment. This writing constitutes the entire Subgrant Agreement between the parties with respect to all matters herein. This Subgrant Agreement may be amended only by a writing signed by both parties. However, it is agreed by both parties 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 shall be prospective in nature.
- B. Assignment of Interests. SUBGRANTEE agrees not to assign any interest in this Subgrant Agreement (including subcontracts and grants) and shall not transfer any interest in the Subgrant (whether by assignment or novation) without the prior written approval of ODJFS. Such assignments and transfers shall be subject to such conditions as ODJFS deems necessary and shall be submitted to the ODJFS Subgrant Agreement Manager at least ten (10) days prior to the desired effective date. No approval by ODJFS shall be deemed to provide for the incurrence of any obligation by ODJFS in excess of the Subgrant amount specified in ARTICLE III of this Subgrant Agreement.
- C. Subawards.
1. Subgrants. Any subgrants by SUBGRANTEE shall be made in accordance with 45 CFR 92.37.
 2. Debarment and Suspension: As provided in 45 CFR 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." Specific guidance for compliance with this Executive Order is contained in 45 CFR 76.
 3. Procurement. While SUBGRANTEE and its subgrantees may use their own procurement procedures, such procedures must conform to applicable Federal law and the standards identified in 45 CFR 92.36 (b) – (h). In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring. SUBGRANTEE must manage the day-to-day operations of subgrant supported activities, including monitoring subgrant supported activities to assure compliance with applicable federal requirements, and that performance goals are being achieved, in accordance with 45 CFR 92.40. SUBGRANTEE monitoring must cover each program, function, or activity.
- D. Duties as Pass-Through Entity. Where SUBGRANTEE subgrants federal funds received under this 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 related to research and development, and the name of federal awarding agency. When some of this information is not available, the pass-through entity shall 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 laws, regulations, and the provisions of contracts or subgrant agreements and that 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 part for that fiscal year. One copy of every audit report must be sent to the ODJFS, Office of the Chief Inspector, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215-3414, within two weeks of SUBGRANTEE's receipt of any such audit report.
5. Determine whether its subgrantees spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within six 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 the ODJFS, any other pass-through entity (if applicable), 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 part.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL SUBGRANT CONDITIONS

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

- A. If, at any time, SUBGRANTEE is not in compliance with the conditions certified and affirmed in this ARTICLE IX, Section A, ODJFS shall consider this Subgrant Agreement to be *void ab initio* and shall deliver written notice to SUBGRANTEE. Any funds paid by the State of Ohio for work performed before SUBGRANTEE was notified that the Subgrant Agreement was deemed *void ab initio* shall be immediately repaid to the State of Ohio or an action for recovery may be commenced by the State of Ohio for recovery of said funds.
 1. Federal Debarment Requirements. SUBGRANTEE certifies 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 any federal agency as set forth in 45 CFR 92.35 and/or 29 CFR Part 98. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals have, within a three-year period preceding this Subgrant Agreement, 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; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and have not within a three (3) year period preceding this Subgrant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
 2. Qualifications to Conduct Business. SUBGRANTEE certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are currently operative. If at any time during the Subgrant period SUBGRANTEE becomes disqualified from

conducting business in Ohio, for whatever reason, SUBGRANTEE shall immediately notify ODJFS in writing and shall immediately cease performance of the Subgrant activities.

3. Unfair Labor Practices. SUBGRANTEE certifies that neither SUBGRANTEE nor any of 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 unfair labor practice contempt of court finding.
4. Finding for Recovery. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals are subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.
5. Material Assistance to a Terrorist Organization. SUBGRANTEE certifies that SUBGRANTEE, any of its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE 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 certified and affirmed in this ARTICLE IX, Section B, ODJFS may immediately suspend or terminate this Subgrant Agreement and 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 ARTICLE IX, Section B. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with ARTICLE IX, Section B, shall be immediately repaid to the State of Ohio or an action for recovery may be commenced by the State of Ohio for recovery of said funds.

1. Americans with Disabilities Act. SUBGRANTEE, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. Equal Employment Opportunity.
 - a. In carrying out this Subgrant Agreement, SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. SUBGRANTEE shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. SUBGRANTEE certifies current and ongoing compliance with Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 CFR Chapter 60.
 - b. SUBGRANTEE agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that SUBGRANTEE complies with all applicable federal and state non-discrimination laws. SUBGRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of SUBGRANTEE, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, gender identity, national origin, ancestry, sexual orientation, veteran status, disability, or age. SUBGRANTEE shall incorporate the foregoing requirements of this paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics; Conflict of Interest.

- a. SUBGRANTEE agrees that it will not promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. SUBGRANTEE agrees that it will not solicit any ODJFS employee to violate state ethics laws found at ORC 102.03, 102.04, 2921.42 and 2921.43. Furthermore, SUBGRANTEE certifies that SUBGRANTEE, its officers, members, and employees are in compliance with ORC 102.04 and that if SUBGRANTEE is required to file a statement pursuant to ORC 102.04 (D) (2), a copy of such statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.
- b. 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 and the Governor's Executive Order 2007-01S pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with State of Ohio ethics laws or the aforementioned executive order.
- c. SUBGRANTEE agrees that SUBGRANTEE along with its officers, employees, and members have not, nor will they acquire, any interest, whether personal, business, direct or indirect, which is incompatible, in conflict with or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Subgrant. If SUBGRANTEE or its officers, employees, or members acquire any incompatible, conflicting, or compromising personal or business interest, SUBGRANTEE shall immediately disclose such interest in writing to: Chief Legal Counsel, Ohio Department of Job and Family Services, 30 E. Broad Street, Columbus, Ohio 43215-3414. If any such conflicting interest develops, SUBGRANTEE agrees that the person with the conflicting interest will not participate in any Subgrant activities until such time as ODJFS determines that such participation would not be contrary to public interest.
- d. 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.

4. Lobbying Restrictions.

- a. SUBGRANTEE certifies that no federal funds paid to SUBGRANTEE by ODJFS through this or any other Agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, subgrant, cooperative agreement or loan. SUBGRANTEE further certifies compliance with all lobbying restrictions, including those contained in 31 USC 1352 and the federal regulations at 29 CFR Part 93 and 45 CFR Part 93. If this Subgrant exceeds \$100,000.00, SUBGRANTEE certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the state executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

5. Child Support Enforcement. SUBGRANTEE agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency (CSEA) 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 which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

6. Pro-Children Act. In the event that the Subgrant Activities call for services to minors, SUBGRANTEE shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C –

Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services, and education to children under the age of 18.

7. Drug-Free Workplace. 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, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, and 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.
8. ODJFS Work Program. SUBGRANTEE agrees not to discriminate against individuals who have, or are currently 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. For purposes of taxation, insurance, and liability purposes, SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties to this Subgrant Agreement. 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 which may accrue as a result of funds received pursuant to this Subgrant Agreement.
- B. Limitation of Liability. To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. SUBGRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Subgrant shall be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 and subject to the limitations set forth in this ARTICLE X. In no event shall either party be liable for any indirect or consequential damages, including loss of profits, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- C. Liens. SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio on account 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 by any person in connection with this Subgrant Agreement, ODJFS or the State of Ohio may pay such claims and charge the amount of payment against the funds due or to become due SUBGRANTEE pursuant to this Subgrant Agreement.

ARTICLE XI. CONSTRUCTION

This Subgrant Agreement shall 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 operation of the balance of this Subgrant Agreement shall not be affected thereby; provided, however, 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

The RFA document and the Application (*i.e.*, the technical and cost proposals) of SUBGRANTEE are hereby incorporated by reference. In the event of any inconsistency or ambiguity between the provisions of the RFA, the Application, or this Subgrant Agreement, the provisions of this Subgrant Agreement shall be determinative of the obligations of the parties. In the event that the Subgrant Agreement is silent with respect to any inconsistency or ambiguity between the RFA and the Application, the RFA shall be determinative in the obligations of the parties. In the event that a dispute arises which 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 the Subgrant Agreement and the budgetary and statutory constraints of ODJFS.

SIGNATURE PAGE FOLLOWS

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**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

SIGNATURE PAGE

G-89-09-XXXX

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

XXXXX COUNTY CHILD SUPPORT
ENFORCEMENT AGENCY

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Authorized Signature (Blue Ink Please)

HELEN E. JONES-KELLEY, Director

Printed Name

Date

Date

Federal Tax I.D. Number

Address

City, State, Zip