

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
GRANT AGREEMENT  
G-04-XX-XXXX**

**RECITALS:**

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

ODJFS issued a Request for Proposals (hereinafter "RFP") number R-04-XX-XXXX dated \_\_\_\_\_ and entitled \_\_\_\_\_. The ODJFS evaluation committee recommended for award the Proposal submitted by GRANTEE dated \_\_\_\_\_ (hereinafter "Proposal").

This State Grant is made under the following Federal Grant: \_\_\_\_\_

**ARTICLE I: PURPOSE OF THE GRANT/GRANT ACTIVITIES**

- A. The purpose of this Grant is \_\_\_\_\_. Grantee shall:
- B. The Proposal and budget submitted by the GRANTEE is hereby incorporated by reference as part of this Grant Agreement having the full force and effect as if specifically restated herein. The ODJFS Grant Manager is \_\_\_\_\_.
- C. GRANTEE agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Grant Agreement or with funds provided by this Grant 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. GRANTEE further agrees that it will not seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Grant Agreement. GRANTEE also agrees that all materials and items produced under this Grant Agreement shall be made freely available to the general public unless ODJFS determines that, pursuant to federal and state laws such, materials are confidential.
- D. ODJFS may, from time to time as it deems appropriate, communicate specific requests and instructions to the GRANTEE concerning the performance of activities described in this Grant Agreement. Within ten (10) days after receipt of such instructions, the GRANTEE 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 Grant Agreement, and are not intended to amend or alter this Grant Agreement or any part thereof. All such requests and instructions shall be communicated to the GRANTEE by the ODJFS Grant Manager. If the Grantee believes that such instructions would materially alter the terms and conditions of this Grant Agreement or the compensation stated hereunder, the GRANTEE shall notify the ODJFS Grant Manager pursuant to ARTICLE V. GRANTEE agrees to consult with the ODJFS Grant Manager as necessary to assure understanding of the Grant activities and the successful completion thereof.

**ARTICLE II: EFFECTIVE DATE OF THE GRANT**

Upon approval by the Director of ODJFS and other appropriate agencies, this Grant Agreement shall be in effect from \_\_\_\_\_, or upon signature of the Director of ODJFS, whichever is later, through June 30, 2005, unless this Grant Agreement is suspended or terminated pursuant to Article IV prior to the above termination date. This Grant Agreement may be renewed through June 30, 200\_, upon satisfactory completion of activities hereunder, appropriation by the General Assembly of funds for such, and at the sole discretion of ODJFS. ODJFS shall issue a notice to GRANTEE if ODJFS decides to renew this Grant Agreement. GRANTEE shall not obligate resources in anticipation of a renewal until such notice is provided.

It is expressly understood by both ODJFS and the GRANTEE that this Grant Agreement shall 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, that there is a balance in the appropriation not already obligated to pay existing obligations. The ODJFS Grant Manager shall notify the GRANTEE when this certification is given.

### ARTICLE III: AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is \_\_\_\_\_ (\$\$). Funds in the amount \_\_\_\_\_ (\$\$) for State Fiscal Year 2004 ("SFY04") and \_\_\_\_\_ (\$\$) for SFY05 shall be provided to GRANTEE by ODJFS expressly for the performance of the activities described in ARTICLE I of this Grant Agreement. GRANTEE shall provide a match amount of \_\_\_\_\_ (\$\$\$). Match shall be (INKIND OR CASH) and GRANTEE hereby certifies to ODJFS that non-federal funds previously employed as match for any other federal program will NOT be used as match for the program identified in this Grant Agreement.
- B. GRANTEE hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.
- C. GRANTEE shall submit three copies of detailed invoices requesting reimbursement of actual expenditures on a quarterly basis to the Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 38<sup>th</sup> Floor, Columbus, Ohio 43215-3414. Each invoice shall contain: (1) Grantee's name, complete address, and Federal Tax I.D. number; (2) Grant Agreement number and dates; (3) Amount and purpose of the invoice. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS.

OR

- GRANTEE shall submit three copies of a request for Grant advance/draw down of one-twelfth (1/12<sup>th</sup>), plus or minus several cents of the Total State Fiscal Year allotted amount as specified in ARTICLE III, Paragraph A. Requests for Grant advance/draw down shall be sent on a monthly basis to: Ohio Department of Job and Family Services, Bureau of Accounts Payable, 30 East Broad Street, 38<sup>th</sup> Floor, Columbus, Ohio 43215-3414. Each request shall contain: (1) Grantee's name, complete address, and Federal Tax I.D. number; (2) Grant Agreement number and dates; (3) Amount and purpose of the draw down. GRANTEE shall conduct a final year-end reconciliation and any and all unobligated and unexpended funds shall be returned to ODJFS.
- D. GRANTEE expressly understands that ODJFS does not have the ability to compensate the GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. Therefore, GRANTEE must submit final invoices for payment not later than ninety (90) days after the date of termination of this Grant Agreement. Failure of the GRANTEE to submit final invoices by this deadline shall be deemed a forfeiture of the remaining compensation due hereunder.

### ARTICLE IV: SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Grant Agreement.
- B. Subject to the provisions of Sections 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Grant Agreement, ODJFS represents that: (1) it has adequate funds to meet its obligations under this Agreement; (2) it intends to maintain this 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 Agreement. However, it is understood by GRANTEE 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 Agreement, this Grant Agreement is terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- C. Notwithstanding the provision of Article IV, Section A, ODJFS may suspend or terminate this Grant Agreement immediately upon delivery of a written notice to GRANTEE if: (1) ODJFS loses funding as described in Article IV, Section B; or (2) ODJFS discovers any illegal conduct on the part of GRANTEE; or (3) GRANTEE has violated any provision of Article VIII.

- D. GRANTEE, 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 Grant Agreement; (2) take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and sub-grants 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 Grant 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 IV, ODJFS shall, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due GRANTEE for activities performed prior to GRANTEE's receipt of the notice of termination or suspension. In determining the amount due GRANTEE, 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 GRANTEE.
- F. Upon breach or default by GRANTEE of any of the provisions, obligations or duties embodied in this Grant 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 GRANTEE fails to perform any obligation under this Grant 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 V: NOTICES

- A. The parties agree that, pursuant to ARTICLE I, Section D, communication regarding the Deliverable(s), scope of work, invoice or billing questions, and other day-to-day instructions shall be between GRANTEE and the identified ODJFS Grant Manager.
- B. Notices to ODJFS sent by GRANTEE concerning changes to the GRANTEE'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 Grant Agreement shall be sent to: Deputy Director for Contracts, Ohio Department of Job and Family Services, Office of Contract Administration, 30 East Broad Street, 32<sup>nd</sup> Floor, Columbus, OH 43215-3414.
- C. Notices to GRANTEE sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Grant Agreement shall be sent to: \_\_\_\_\_
- D. All notices in accordance with Sections B and C of this ARTICLE 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 VI: RECORDS, DOCUMENTS AND INFORMATION

In addition to the requirement of ARTICLE I, Section C, GRANTEE agrees that all records, documents, writings, and other information, regardless of medium, produced by GRANTEE under this Grant, and all records, documents, writings and other information, regardless of medium, used by GRANTEE in the performance of this Grant Agreement shall be treated according to the following terms:

- A. All ODJFS information which under the laws of Ohio and ODJFS rules, is classified as public or private, will be treated as such by GRANTEE. Any questions as to whether the information is public or private shall be determined by ODJFS. GRANTEE shall not use any information, systems, or records made available to it for any purpose other than to fulfill the specific grant activities specified herein. GRANTEE 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 sub-grant executed by GRANTEE for work under this Grant Agreement.

- B. GRANTEE information which is proprietary and has been specifically identified by GRANTEE as proprietary shall be held to be confidential by ODJFS. Proprietary information is information which, if made public, would put GRANTEE at a competitive disadvantage in the GRANTEE's market place and trade. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of trade secrets found at Section 1333.61 of the Ohio Revised Code.
- C. All records relating to cost, work performed and supporting documentation for invoices submitted to ODJFS along with copies of all material produced under this Grant Agreement shall be retained by GRANTEE 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 GRANTEE receives the last payment pursuant to this Grant. If an audit, litigation or similar action is initiated during this time period, GRANTEE shall retain such records until the action is concluded and all issues resolved or the three-year period expires, whichever is later. If appropriate, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-87, A-110, A-122 or A-133.
- D. GRANTEE hereby agrees to current and ongoing compliance with 42 U.S.C. Section 1320(d) through 1320(d)8 and the implementing regulations found at 45 C.F.R. 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 VII: AMENDMENT AND ASSIGNMENT

- A. **Amendment:** This writing constitutes the entire Agreement between the parties with respect to all matters herein. This Grant 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 Grant Agreement without the necessity for executing written amendments. Any written amendment to this Agreement shall be prospective in nature.
- B. **Assignment of Interests:** GRANTEE agrees not to assign any interest in this Grant Agreement (including subcontracts and grants) and shall not transfer any interest in the Grant Agreement (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 Grant Manager at least ten 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 Grant amount specified in Article III of this Grant Agreement.

#### ARTICLE VIII: GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting this Grant and by executing this Grant Agreement, Grantee hereby covenants, certifies current compliance with, and agrees to continued compliance with each condition listed in this ARTICLE VIII. The GRANTEE's certification of compliance with each of these conditions is considered to be a material representation of fact upon which ODJFS relied in entering into this Grant Agreement:

- A. **ADA:** GRANTEE, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The American's With Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- B. **Equal Employment Opportunity:** In carrying out this Grant Agreement, the GRANTEE shall 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. The GRANTEE shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, 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.

The GRANTEE agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that the GRANTEE complies with all applicable federal and state non-discrimination laws. The GRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The GRANTEE shall incorporate the foregoing requirements of this paragraph in all of its sub-grants or sub-contracts for any of the work prescribed herein.

- C. **Ethics Laws:** GRANTEE 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. GRANTEE agrees that it will not solicit any ODJFS employee to violate state ethics laws found at Sections 102.03, 102.04, 2921.42 and 2921.43 of the Ohio Revised Code. Furthermore, GRANTEE certifies that the GRANTEE, its officers, members, and employees are in compliance with Section 102.04 of the Ohio Revised Code and that if GRANTEE is required to file a statement pursuant to section 102.04(D)(23) of the Ohio Revised Code, a copy of such statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.
- D. **Conflict of Interest:** GRANTEE agrees that the GRANTEE 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 GRANTEE's functions and responsibilities under this Grant Agreement. If GRANTEE or its officers, employees, or members acquire any incompatible, conflicting or compromising personal or business interest, GRANTEE shall immediately disclose such interest in writing to: Chief Legal Counsel, Ohio Department of Job and Family Services, 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. If any such conflicting interest develops, GRANTEE agrees that the person with the conflicting interest will not participate in any Grant activities until such time as ODJFS determines that such participation would not be contrary to public interest.
- E. **Qualifications to Conduct Business:** GRANTEE certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the grant period the GRANTEE becomes disqualified from conducting business in Ohio, for whatever reason, GRANTEE shall immediately notify ODJFS in writing and shall immediately cease performance of the Grant activities.
- F. **Lobbying Restrictions:**
1. **Federal:** GRANTEE certifies that no federal funds paid to GRANTEE 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, grant, cooperative agreement or loan. GRANTEE further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and the federal regulations at 29 C.F.R. Part 93 and 45 C.F.R. Part 93. If this Grant exceeds \$100,000.00, GRANTEE certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.
  2. **State:** GRANTEE certifies compliance with the state executive agency lobbying restrictions contained in sections 121.60 to 121.69 of the Ohio Revised Code.
- G. **Federal Debarment Requirements:** GRANTEE certifies that neither GRANTEE 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, the United State Department of Health and Human Services, or any other federal agency as set forth in 29 C.F.R. Part 98 and 45 C.F.R. Part 76.
- H. **Child Support Enforcement:** GRANTEE agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring that GRANTEE 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 Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

- I. **Unfair Labor Practices:** GRANTEE certifies that it is not on the most recent list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
- J. **Pro-Children Act:** In the event that the Grant activities call for services to minors, the GRANTEE 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 eighteen (18).
- K. **JOBS Program Participants:** GRANTEE agrees that it will not discriminate against individuals who are participating or have participated in the Job Opportunity and Basic Skills (JOBS) program operated pursuant to Sections 5101.80 to 5101.81 of the Ohio Revised Code.
- L. **Drug-Free Workplace:** GRANTEE, its officers, employees, members, any sub-grantees and/or any independent contractors (including all field staff) associated with this Grant Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 29 C.F.R. Part 98 and 45 C.F.R. Part 76 regarding a drug-free workplace. The GRANTEE will make a good faith effort to ensure that all GRANTEE officers, employees, members, and sub-grantees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

#### ARTICLE IX: MISCELLANEOUS PROVISIONS

- A. **Independent Grantee:** GRANTEE agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this Agreement. GRANTEE further agrees that as an independent Grantee 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 Grant Agreement.
- B. **Limitation of Liability:** GRANTEE agrees to hold ODJFS harmless for any and all claims for injury resulting from activities in furtherance of the work hereunder. GRANTEE will reimburse ODJFS, any official or employee of ODJFS acting in his or her official capacity, and the State of Ohio for any judgments for infringement of patents or copyrights. The liability of ODJFS for damages, whether in contract or in tort, shall not exceed the total amount of funds payable to GRANTEE under Article III or the amount of direct damages incurred by the GRANTEE, whichever is less. The GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Grant shall be an action in the Ohio Court of Claims pursuant to Chapter 2743 of the Ohio Revised Code and subject to the limitations set forth in this Article IX. In no event shall ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Liens:** GRANTEE 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 GRANTEE fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE by any person in connection with this Grant 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 GRANTEE pursuant to this Grant Agreement.

#### ARTICLE X: CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Grant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Grant 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 Grant Agreement impossible.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
GRANT AGREEMENT SIGNATURE PAGE**

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

**(Grantee)**

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

\_\_\_\_\_  
Authorized Signature (Blue Ink Please)

\_\_\_\_\_  
Thomas J. Hayes, Director

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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City, State, Zip