

**EARLY INTERVENTION AMERICAN RESCUE PLAN ACT (EI ARPA)
GRANT AGREEMENT**

July 1, 2021 – June 30, 2023

This agreement (the “Agreement”) is entered into by and between the Family and Children First Administrative Agency (hereinafter “Subrecipient”) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “Parties.”

WHEREAS, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention (EI) services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the IDEA American Rescue Plan supplemental funds for Federal fiscal year (FFY) 2021 (CFDA 84.181X) were appropriated by Congress to provide additional support for early intervention and special education services for infants, toddlers, children and youth with disabilities and their families.

WHEREAS, the Department seeks to subaward federal grant dollars, as defined by 2 CFR §200.1, made available through CFDA 84.181X administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to provide one-time funds to enhance oversight of local EI systems’ implementation of IDEA, support the further application of evidenced-based EI practices, and to promote the use of technology (as appropriate) for EI service provision and evaluation. (“the Grant”);

WHEREAS, the Subrecipient carries out the requirements of this Agreement on behalf of the county identified in the EI ARPA Contact Sheet (Addendum B) and in accordance with Section 2.5 of this Agreement;

WHEREAS, the Agreement between Parties shall be a cooperative agreement as defined by 2 CFR §200.1. A cooperative agreement provides for substantial involvement between the Department as the pass-through entity and the Subrecipient in carrying out the activities of the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Awarding of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR §303.501 (Use of Funds) to enhance oversight of local EI systems’ implementation of IDEA, to support the further application of evidence-based EI practices, and to promote the use of technology (as appropriate) for EI service provision and evaluation. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county’s allocation for the Grant is based on the following: 70% (children served during 2020), 20% (initial ever referrals in 2020 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 2020 for children that did not result in the completion of the eligibility and assessment process). Grant award totals and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). DODD shall update Addendum A and disseminate the information via email to the Administrative Agency Fiscal Contact as provided for in this Agreement and Addendum B (EI ARPA Contact Sheet).

In addition to grant funds allocated using the formula described in this section, the Department reserves the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum D). Addendum D identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional

requirements related to the supplemental funds. Subrecipients shall budget and report supplemental funds spent in the Early Intervention Grant System in accordance with Section 1.3 of this Agreement.

1.3 GMS and Security Access. The Subrecipient shall use GMS to review and take any necessary actions on the grant budgets (one per grant year), submit expense reports, and upload support documentation as required per this Agreement. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly with the Ohio Office of Shared Services to update address and payment information as needed using <http://www.supplier.obm.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the GMS Access Guide (Exhibit E) for directions requesting access to GMS and assigning and managing user roles. Additional resources related to reviewing and managing the grant budget, submitting expense reports, and uploading support documentation will be made available on the Department website.

1.4 Payment of Funds. The Department agrees to pay the Subrecipient for Department approved expense reports within thirty (30) days of submission via GMS. Subrecipient agrees that lack of timely submission of expense reports or other documents required by this Agreement or requested by the Department may result in reduced, forfeited, or delayed payment. Payments shall not exceed the Subrecipient allocation.

The Subrecipient must submit final expense reports and required support documentation no later than thirty (30) days after the end of the fiscal year in which activities were performed. The Department shall not, at any time, accept expense reports that exceed the remaining balance for this Grant.

Department Program Consultants shall verify the Subrecipient's activities, deliverables, expense reports, and/or supporting documentation. Should the assigned Department Program Consultant change, DODD will notify the Subrecipient via email.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR §200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR §303.225(c) and 34 CFR §76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of \$25,000 per subcontract/subaward, previously charged indirect costs, and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients are required to upload their most recently approved provisional or final restricted indirect cost rate letter from ODE when creating budgets in GMS. Subrecipients must submit final rate approval letters from ODE no later than June 1, 2022 for FY22 and June 1, 2023 for FY23. All indirect costs charged to the grant using a provisional rate shall be reconciled with the final rate no later than June 24 of each grant year. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR §200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The

Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$1000. Any equipment purchased entirely with Grant funds must only be used to support the terms of this Agreement. If equipment purchased with funds from this agreement supports additional activities, the amount of Grant funds spent on the asset must be prorated according to the expected usage rate that the equipment will support the terms of this Agreement.

Newly acquired assets shall be entered into the DODD Fixed Asset Schedule (Exhibit D), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the date the asset was placed into service (“In Service Date”), the location of the asset (“Asset Location”), information about whether the asset is in active service (“Asset Status”), grant start date as a means to identify the grant award associated with the asset (“Grant Year Start Date”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). Useful life shall be determined by the state book guidance issued by Ohio’s Department of Administrative Services. “Total cost” shall be defined as the actual cost incurred to acquire an asset and incidental costs to place it in service. The total cost of a purchased asset includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

If an asset has fulfilled its useful life and has a fair market value less than \$1000, the Subrecipient may dispose of the asset with no further obligation to the Department and shall record the transaction in the DODD Fixed Asset Schedule. For all other assets, the Subrecipient shall request prior approval from the Department to sell, dispose, or transfer equipment by emailing the Department contact included in Section 6.1 of this Agreement. The Subrecipient shall provide any information deemed necessary by the Department to properly make a determination. Once disposed, the asset’s status must be changed on the asset schedule to reflect it is out of service status. Any monetary gain received on the sale of assets shall be repaid to the department. The Department retains the right to transfer equipment to itself or to an eligible third-party in the event that the responsibilities of this Agreement are no longer performed by the Subrecipient while an asset is still in service.

Telecommunication Costs. In accordance with 2 CFR §200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR §200.471(b) and §2 CFR 200.216.

1.6 Security Status for EIDS. Subrecipient agrees to input any applicable data in the Early Intervention Data System (EIDS) the within 30 days of the event.

1.7 Federal Funds Requirements. The Parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by completing Addendum C to this Agreement. Subrecipient shall provide a DUNS (Data Universal Numbering System) Number and maintain an active registration with the SAM (System for Award Management). Subrecipient understands that failure to maintain a DUNS Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement.

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire.

1.9 Subcontracts. Subrecipient may enter into subcontracts to provide the activities outlined in Section 1.1 of this Agreement. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed

subcontract shall be attached in GMS as support documentation when requesting payment for a contract's expenses for the first time.

To the extent possible, if Subrecipient's agreement with a subcontractor follows a period of time other than the period of this Grant, Subrecipient shall initiate and secure agreement(s) with the subcontractor that cover the period of this Grant. Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2021 through June 30, 2023 and provides for a close out period through September 30, 2023, unless terminated prior thereto pursuant to this Section. August 24, 2023 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after June 30, 2023.

2.2 Termination. Except as permitted in Section 2.4 of this Agreement, either party may terminate this Agreement with or without cause upon sixty (60) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant funds. Subrecipient, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may reduce the Subrecipient's allocation and/or require Subrecipient to repay to the Department any or all of the Grant funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Subrecipient.

2.4 Change in Family and Children First Council Administrative Agency. In the event the family and children first council (FCFC) administrative agency changes during the term of this Agreement, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of administrative agency to the FCFC have been transferred and close the budget in GMS. An Agreement will be issued to the new administrative agency for the remaining grant period and the unspent balance of the Grant budget in GMS will be transferred to the new administrative agency.

2.5 Multi County Collaboration Agreements. Counties have the option to pool or aggregate allocations established in Section 1.2 of this Agreement.

- a. For counties participating in multi-county collaborations, the Department shall only enter into an Agreement with the FCFC administrative agency acting as Subrecipient for the aggregated funds. The Subrecipient shall identify the county or counties participating in the multi-county collaboration in Addendum B of this Agreement.
- b. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC administrative agency for the lead county that will act as Subrecipient for the aggregated funds.
- c. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Department via email grants.invoices@dodd.ohio.gov. The Department shall withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

Section 3 – Documentation Requirements

3.1 Agreement Documents. The Department shall email the following documents to the Subrecipient signatory via the electronic signature solution, OneSpan. Subrecipient may complete and electronically sign the documents using OneSpan. The Department shall only accept electronic signatures provided in OneSpan.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to grants.invoices@dodd.ohio.gov. When selecting this option, Subrecipient shall print the Agreement and Addendum E documents and sign them in ink. Subrecipient shall return all three documents identified below as separate .pdf documents in one email with the subject line “County Name_Administrative Agency Name_EI ARPA Agreement October 2021”. Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download for thirty days. For signed Agreements submitted to grants.invoices@dodd.ohio.gov, the fully executed agreement will be returned to the Subrecipient as a .pdf via email.

- 1) A signed Agreement
- 2) A completed Federal Funding Accountability and Transparency Act (FFATA) Form (Addendum C)
- 3) A completed and signed Standard Affirmation & Disclosure Form (Addendum E)

3.2 GMS Budget Documents. The following documents shall be submitted to the Department via attachment in GMS when submitting the budget.

- 1) Indirect Costs:
 - Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education (ODE). Subrecipients shall upload their most recent approved or provisional Restricted Indirect Cost Rate letter in GMS for both budget years. Subrecipients must submit final rate approval letters from ODE no later than June 1, 2022 for budget year one and June 1, 2023 for budget year two in accordance with Section 1.5 of this Agreement.
 - Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency and wish to budget for indirect costs must submit an indirect cost worksheet (Exhibit B).
- 2) Program Narrative and Budget Justification: Directions for completing this document are included in the Program Narrative/Budget Justification Instructions (Exhibit C).
 - Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient’s budget in GMS.
- 3) A completed EI ARPA Contact Sheet (Addendum B)
 - EI ARPA Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient’s budget in GMS.

Two budgets will be established in GMS – one budget for FY22 (activities incurred July 1, 2021 – June 30, 2022) and one budget for FY23 (activities incurred July 1, 2022 – June 30, 2023). If the subrecipient does not spend the entire budget amount for FY22, subrecipient may request an amendment in GMS to shift unspent dollars to the FY23 budget. Subrecipient must upload a revised Exhibit C to GMS. The Department will approve or deny the request in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, and in accordance with Section 1.1 of this Agreement. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Department in a timely manner and cooperate with any Department requests for information or onsite activities.

3.4 Maintenance of Records. As required by GEPA and EDGAR for State-administered programs (in 34 CFR §76.730-731), the Subrecipient shall retain records related to Grant funds and compliance for a period of five years after the grant period.

3.5 Accounting & Internal Controls. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Department and its agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor or Subrecipient receiving Grant Funds a provision authorizing the Department and its agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

3.8 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR §200.510(b), the Department may distribute disbursement information biannually to the Subrecipient (after the close of the calendar and state fiscal years) identifying the grant program as Early Intervention American Rescue Plan Act (EI ARPA), the Catalog of Federal Domestic Assistance (CFDA) number (or Assistance Listing number), the pass-through entity (DODD) and the federal award identification number (FAIN). Payment information is also available in GMS.

Additional sources for payment information are available through the Ohio Office of Shared Services and include the [OSS Supplier Portal](#). Questions about how to use the OSS Supplier Portal should be directed to the OSS by emailing ohiosharedservices@ohio.gov. If additional information about these resources or a direct deposit is needed, call OSS at 1-877-644-6771.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR §200.332 and 34 CFR §303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR §§303.1-303.734 and ORC 5123.02(F), 5123.024, and 5123.0421. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

(a) ARPA Progress Reporting (due July 31, 2022; October 31, 2022; January 31, 2023): Using a Department-provided template, Subrecipient shall submit a progress report documenting performance of approved ARPA activities.

(b) Final Report (due July 31, 2023): Subrecipient shall submit a final progress report using a Department provided template, which will be distributed by June 30, 2023.

(c) Other Reporting: As lead agency, DODD may request information from the Subrecipient related to the Subrecipient's activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.

(d) EI ARPA Contact Sheet (Addendum B): Subrecipients are required to submit a revised Addendum B to their assigned EI program consultant via email within 14 days of any personnel changes within these positions.

Section 4 –Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 5123-10-01, OAC 5123-10-02, OAC 5123-10-03, OAC 5123-10-04, OAC 5123-10-05 or their successors) and be consistent with the provisions of 34 CFR §303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Subrecipient shall participate in training and technical assistance plans developed with Department program consultants. In the event monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Department may deny budgets and/or expense reports in GMS until the finding is sufficiently addressed. The Department may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The Parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Parties shall make a good faith effort to ensure that their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.3 Equal Employment. The Subrecipient, and any subcontractor, agrees that all services and facilities in the developmental disabilities programs for which State reimbursement funds are sought will be made available without discrimination on account of race, religion, color, sex, national origin, handicap, age, or inability to pay; and that no qualified person will be discriminated against on account of race, religion, color, sex, national origin, age, or handicap with respect to equal opportunities of employment by the applicant agency; and that no employee of the applicant agency will be discriminated against on account of race, religion, color, sex, national origin, age or handicap.

4.4 Offshore Services. The Subrecipient affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under this Agreement outside of the United States. The Executive Order can be found at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.

a. The Subrecipient must complete the attached Standard Affirmation & Disclosure Form (Addendum E) to comply with Executive Order 2019-12D, affirming no services of the Subrecipient or its subcontractors under this Agreement will be performed outside the United States.

b. The Subrecipient also affirms, understands, and agrees to immediately notify the Department of any change or shift in the location(s) of services performed by the Subrecipient or its subcontractors under this Agreement, and no services shall be changed or shifted to locations(s) that are outside of the United States.

c. It is understood that services provided under this Agreement are performed outside the Subrecipient or subcontractor's principal location of business, including natural environments and the family home. In lieu of entering the Address, City, State and Zip for services provided in a natural environment, Subrecipients and their subcontracts may enter "EI services provided in natural environments in [Enter County Name]".

4.5 Election Laws. The Subrecipient, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

4.6 Findings for Recovery. The Subrecipient, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of each exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The Parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any action of the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the Administrative Agency Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Department:

Nathan DeDino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.Dedino@dodd.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Grants Management, Financial Manager
30 E Broad St., 8th Floor, Columbus, OH 43215
Jacob.Foskuhl@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and/or are incorporated into it by reference. A copy of the Agreement, addenda, and exhibits are available at <https://ohioearlyintervention.org/service-coordination-grant-agreements>.

- Addendum A: Award Information and Allocation Table
- Addendum B: EI ARPA Contact Sheet
- Addendum C: Federal Funding Accountability and Transparency Act (FFATA) Information
- Addendum D: Supplemental Funding Amendment
- Addendum E: Offshore Standard Affirmation & Disclosure Form
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Program Narrative/Budget Justification Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: GMS Access Guide

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Name: _____

Administrative Agency Name: _____

Title: _____

Signature: _____

Date: _____

Kimberly Hauck
Ohio Department of Developmental Disabilities
Deputy Director

By: _____

Date: _____