

**RESOLUTION APPROVING TITLE IV-E SUBGRANT AGREEMENT AMENDMENT #1 WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS), OHIO DEPARTMENT OF MEDICAID, OHIO DEPARTMENT OF CHILDREN AND YOUTH (ODCY), ASHTABULA COUNTY JUVENILE COURT, AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, G-2425-06-0010-1**

WHEREAS, Andrew Misiak, Court Administrator, has presented Subgrant Agreement Amendment #1 for the approval of the Board; and

WHEREAS, In order for counties to continue to receive human services funding through the state, and continue to provide the vital services needed by Ohio's most vulnerable population, the counties must sign these subgrant agreements; and

WHEREAS, The subgrant agreement includes language to help ensure counties remain in compliance with federal and state law, such as provisions that require ODJFS to provide technical assistance, training and monitoring to counties; and

WHEREAS, The parties agree that Ohio Department of Children and Youth (ODCY) is added as a party to the Subgrant Agreement, and all references to ODJFS will now read as "ODJFS and/or ODCY" as applicable for each party to perform its duties in accordance with state and federal law, as ODCY is established by 5180.01 of the Ohio Revised Code (ORC) to serve as Ohio's primary children's services agency and is authorized by Chapter 5180 of the ORC to facilitate and coordinate the delivery of certain children's services in the state; and

WHEREAS, ODCY agrees to be bound by the terms and conditions of the Subgrant Agreement as though ODCY was an original party thereto; and

WHEREAS, the purpose of this agreement allows the Ashtabula County Juvenile Court, as subgrantee, to administer programs concerning the placement and foster care of children under Title IV-E of the Social Security Act effective retroactive to July 1, 2024 through June 30, 2025; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above Subgrant Agreement Amendment #1 is hereby approved in accordance with the copy on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-331**

**July 09, 2024**

**RESOLUTION APPROVING TITLE IV-E SUBGRANT AGREEMENT AMENDMENT #1 WITH THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES (ODJFS), OHIO DEPARTMENT OF MEDICAID, OHIO DEPARTMENT OF CHILDREN AND YOUTH (ODCY), ASHTABULA COUNTY JUVENILE COURT, AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, G-2425-06-0010-1**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington**

**Aye**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**CERTIFICATE OF CLERK**

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



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT AMENDMENT #1**

**G-2425-06-0010-1**

This Amendment #1 is between the Ohio Department of Job and Family Services (ODJFS), the Ashtabula County Juvenile Court (SUBGRANTEE), the Ashtabula County Board of Commissioners (COMMISSIONERS), the Ohio Department of Medicaid (ODM), and the Ohio Department of Children and Youth (ODCY), agree to amend the Subgrant Agreement between ODJFS, SUBGRANTEE, COMMISSIONERS, and ODM, signed by ODJFS on August 24, 2023.

The parties agree to update the Recitals to read as follows:

The parties acknowledge that ODCY is established by §5180.01 of the Ohio Revised Code (ORC) to serve as Ohio's primary children's services agency and is authorized by Chapter 5180 of the ORC to facilitate and coordinate the delivery of certain children's services in the state.

The parties agree that ODCY is added as a party to the Subgrant Agreement, and all references to ODJFS will now read as "ODJFS and/or ODCY" as applicable for each party to perform its duties in accordance with state and federal law.

ODCY agrees to be bound by the terms and conditions of the Subgrant Agreement as though ODCY was an original party thereto.

In reference to RECITALS. Federal Award Identification Number (FAIN) Information, the parties agree to amend the FAIN information referenced herein in accordance with Title 2 of the Code of Federal Regulation (CFR) Section 200.332. The RECITALS is hereby amended to include the following paragraphs:

The Subgrant is made pursuant to the Title IV-E Foster Care Program, awarded by the United States Department of Health and Human Services (HHS) on September 30, 2022 (2301OHFOST) and September 28, 2023 (2401OHFOST). The total amount of this federal award to ODJFS is \$219,158,889.00 (2301OHFOST) and \$108,542,248.00 (2401OHFOST). The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement. The federal contact is Sona Cook, 223 North Michigan Avenue, Suite 400, Chicago, IL 60601, email: [sona.cook@acf.hhs.gov](mailto:sona.cook@acf.hhs.gov), phone: 214-767-2973. The Catalogue of Federal Domestic Assistance (CFDA) number is 93.658. The Federal Grant Document Numbers are 2301OHFOST and 2401OHFOST.

The Subgrant is made pursuant to the Title IV-E Foster Care Prevention Services Program, awarded by the United States Department of Health and Human Services (HHS) on September 30, 2022 (2301OHPSGP) and October 1, 2023 (2401OHPSGP). The total amount of this federal award to ODJFS is \$717,085.00 (2301OHPSGP) and \$690,159.00 (2401OHPSGP). The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement. The federal contact is Sona Cook, 223 North Michigan Avenue, Suite 400, Chicago, IL 60601, email: [sona.cook@acf.hhs.gov](mailto:sona.cook@acf.hhs.gov), phone: 214-767-2973. The Catalogue of Federal Domestic Assistance (CFDA) number is 93.472. The Federal Grant Document Numbers are 2301OHPSGP and 2401OHPSGP.

1. In reference to ARTICLE XI. Business Associate Requirements Under HIPAA, the parties agree to update the language in ARTICLE XI(A) and (B). ARTICLE XI(A) and (B) are hereby amended to read as follows:
  - A. SUBGRANTEE, who has placement and care responsibilities of children, will have read only access to ODM's Medicaid Enterprise System (OMES) to confirm managed care plan selections and the start dates of managed care.
  - B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305, 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d. 1320d-8]; relevant

amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, et seq.], the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio. The parties agree that any MITS data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations. SUBGRANTEE staff will need to complete and submit the ODM 7078 before access to OMES is granted.

The Agreement Manager for ODM is Carolyn Hagopian, or her successor.

2. All other terms of the Subgrant Agreement are hereby affirmed.

**SIGNATURE PAGE FOLLOWS**

Remainder of page intentionally left blank.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES  
SUBGRANT AGREEMENT AMENDMENT #1**

**SIGNATURE PAGE**

**G-2425-06-0010-1**

THE PARTIES HAVE EXECUTED THIS AMENDMENT #1 TO THE SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Ashtabula County Juvenile Court

Ohio Department of Job and Family Services

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Matt Damschroder, Director

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

  
\_\_\_\_\_  
Date


\_\_\_\_\_  
Date

3816 Donahoe Drive  
Ashtabula, Ohio 44004

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

Ashtabula County Board of Commissioners

Ohio Department of Children and Youth

  
\_\_\_\_\_  
Printed Name & Title *President*

\_\_\_\_\_  
Kara B. Wentz, Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Ohio Department of Medicaid

246 North High Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43215

\_\_\_\_\_  
Maureen M. Corcoran, Director

\_\_\_\_\_  
Date

50 West Town Street  
Columbus, Ohio 43215

# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-2425-06-0010

## RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS), the Ashtabula County Juvenile Court (SUBGRANTEE), and the Ashtabula County Board of Commissioners (COMMISSIONERS) and the Ohio Department of Medicaid (ODM) is created pursuant to the Subgrant awarded by ODJFS to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. SUBGRANTEE agrees to the Business Associate Requirements under Health Insurance Portability and Accountability Act (HIPAA) between SUBGRANTEE and ODM.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's Data Universal Numbering System (DUNS) number is FKJ1YR4F7YZ1.

The Subgrant is made pursuant to the Title IV-E Foster Care Program, awarded by the United States Department of Health and Human Services (HHS) on December 29, 2022.

The total amount of this federal award to ODJFS is \$54,430,338.00. The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is Janice Caldwell, Director, Family Protection & Resilience Portfolio, at [Janice.caldwell@acf.hhs.gov](mailto:Janice.caldwell@acf.hhs.gov), phone: 214-767-2965.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.658.

The Federal Award Identification Number (FAIN) is 2301OHFOST.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: administration of Title IV-E Foster Care. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

## DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".
- B. For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

## ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

### A. Purpose of the Agreement:

This Agreement allows SUBGRANTEE to administer programs under Title IV-E of the Social Security Act (Title IV-E) in accordance with all applicable laws, including but not limited to rules or regulations promulgated by the federal government, Chapter 2151 of the Ohio Revised Code (ORC), the Ohio Rules of Juvenile Procedure, and rules adopted by ODJFS related to Title IV-E and related fiscal reimbursement and auditing

rules and procedures. On October 1, 2021, the state of Ohio began implementing Public Law 115-123 the Family First Prevention Services Act (FFPSA). ODJFS hereby recognizes SUBGRANTEE as a unit of government, within the meaning of 42 United States Code (USC) 672(a)(2), which has responsibility for the placement and foster care of children within the State of Ohio and within Ashtabula County.

**B. Responsibilities and Activities of SUBGRANTEE:**

In order to receive Title IV-E funding under this Agreement, SUBGRANTEE will perform in compliance with the following provisions:

1. As a unit of government with responsibility for the placement and foster care of children, SUBGRANTEE will exercise the authority granted under ORC Chapter 2151 and the Ohio Rules of Juvenile Procedure to render adjudicatory and dispositional judicial determinations for children within the jurisdiction of SUBGRANTEE, to supervise the implementation of such determinations, as necessary, and to perform any other duties that may be required of it under Title IV-E.
2. As a further condition precedent to the receipt of foster care maintenance (FCM) payments on behalf of a child who meets the requirements of ARTICLE I, Section B, Paragraph 5, SUBGRANTEE agrees that during the period of time in which SUBGRANTEE has responsibility for the care and placement of the child, SUBGRANTEE will comply with all applicable federal laws and regulations, state laws and rules relevant to the Title IV-E program, including but not limited to:
  - a. Substitute Care;
  - b. Supportive Services;
  - c. Indian Child Welfare;
  - d. Interstate Placement;
  - e. Case Plan;
  - f. Case Review; and
  - g. Family First Prevention Services (optional services).
3. SUBGRANTEE agrees that it will not deliberately adjudicate a child unruly or delinquent for the sole purpose of receiving Federal Financial Participation (FFP) under this Agreement. FFP is a federal match of expenditures deemed necessary to support "efficient and effective" administration of the Medicaid program under Title IV-E. SUBGRANTEE agrees it will not place into the legal responsibility of the county child welfare agency any child who it adjudicates to be unruly or delinquent unless SUBGRANTEE finds, and explicitly states such findings and reasons therefore in its dispositional order, that such legal care and placement responsibility is in the child's best interest. SUBGRANTEE further agrees that it will not adjudicate a child to be dependent, neglected, or abused who it would otherwise adjudicate to be delinquent or unruly, solely for the purpose of placing that child into the legal responsibility of the county public children services agency (PCSA).
4. SUBGRANTEE agrees to allow ODJFS to periodically assess and monitor SUBGRANTEE's adherence to the requirements of ARTICLE I, as follows:
  - a. Within 60 calendar days of the completion of any such assessment, ODJFS agrees to produce and submit a written report on its findings to SUBGRANTEE. After the written findings' submission, the following actions are to be taken:
    - (1) Within 60 calendar days of receipt of the report, SUBGRANTEE agrees to file a written response to ODJFS noting areas of disagreement. The response will include a continuous improvement plan (CIP) to remedy, within 90 calendar days, any deficiencies noted in the assessment with which SUBGRANTEE concurs. In the

- event that SUBGRANTEE disagrees with any portion, it agrees to note the areas of disagreement in its response and state its reasons why.
- (2) Within 60 calendar days of the receipt of SUBGRANTEE's response, ODJFS will inform SUBGRANTEE, in writing, of its final determination related to the matters in dispute.
  - (3) SUBGRANTEE agrees to accept the decision of ODJFS as final and binding, and further agrees to develop and implement, within 30 calendar days of the final decision, a written CIP to remedy any deficiencies within 90 calendar days of the final decision.
- b. SUBGRANTEE expressly agrees to immediately take action to refund to ODJFS any FFP that ODJFS deems unallowable as a result of the performance deficiencies noted in the assessment.
  - c. ODJFS agrees to provide SUBGRANTEE with technical assistance necessary to develop and implement a CIP. ODJFS expressly agrees that nothing herein will be interpreted or otherwise construed as permitting ODJFS to substitute its judgment for any judicial determination of fact, law, or disposition made by SUBGRANTEE in the exercise of its powers and duties.
5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred by SUBGRANTEE for an adjudicated child placed in foster care provided that all of the following elements are present:
- a. The child for whom reimbursement is sought has been adjudicated by SUBGRANTEE to be unruly or delinquent.
  - b. The child for whom reimbursement is sought has been determined to be eligible for FFP.
  - c. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by ODJFS or by another state agency described in ORC Section 5101:2-47 rules for foster care and who ODJFS further recognizes as a placement that qualifies for Title IV-E maintenance FFP. Such a foster care facility will meet all federal requirements for Title IV-E reimbursement and does not include any public facility that accommodates more than 25 children, nor any detention facility, forestry camp, training school, or other facility operated primarily for the detention of children who have been determined to be delinquent.
  - d. Foster care placement in child care institutions (CCI)/congregate care facilities on or after October 1, 2021, must be in a Qualified Residential Treatment Provider (QRTP) to receive foster care maintenance reimbursement under Ohio Administrative Code (OAC) Chapter 47 rules for foster care.
  - e. The child for whom reimbursement is sought has been placed in a child care institution(CCI)/congregate care facility, in accordance to sections 472(c)(2)(A) and (C) of the Social Security Act and must be certified, licensed and accredited by one of the independent, not for profit organizations specified in the statute or one approved by the Ohio Secretary of State described in OAC 5101:2-9-42.
  - f. The foster care maintenance cost claimed for reimbursement has been made solely with local or state funds, has been made in accordance with Title IV-E foster care reimbursement ceilings as prescribed by ODJFS and in effect at the time the placement cost was incurred, and will not be claimed by any other federal reimbursement source.
  - g. As described in ORC Section 2151.419, SUBGRANTEE has journalized a dispositional order finding that reasonable efforts were made to prevent the removal of a child from his or her home or to make it possible for a child to return home, where such efforts were feasible. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, SUBGRANTEE hereby expressly acknowledges that any decision to pursue any

- such reasonable efforts must, of necessity, be solely governed by SUBGRANTEE's determination of what actions are in the best interest of the child, and not a desire to remove the child into placement for the purpose of detention, restraint, or punishment.
- h. The placement chosen for the child is in the least restrictive setting, is in close proximity to the child's family, and is consistent with the best interest of the child.
  - i. SUBGRANTEE has developed and implemented a case plan for the child as required by ORC Section 2151.412.
  - j. As applicable, SUBGRANTEE has conducted the periodic review of the child's case plan, care and placement responsibility agreement as required by ORC 2151.416, ORC 2151.417, and 42 USC 675(5)(A), and has incorporated any findings of that review into the child's case plan.
  - k. SUBGRANTEE has referred the child's case to the county child support enforcement agency (CSEA), whenever appropriate.
  - l. SUBGRANTEE has conducted all dispositional hearings required by ORC Sections 2151.354 and 2152.11.
  - m. SUBGRANTEE has entered into a dispositional order that:
    - (1) Places the child into the care and placement responsibility of a probation officer employed by SUBGRANTEE and has explicitly stated in the order that SUBGRANTEE has assumed full responsibility for the care and placement of the child; or
    - (2) Commits the child into the temporary or permanent care and placement responsibility of SUBGRANTEE.
  - n. In the case of a child who has been adjudicated to be a delinquent, SUBGRANTEE has entered into a dispositional order explicitly and expressly stating that SUBGRANTEE, with the entry of such order, has assumed full and direct responsibility for the placement and care of the child.
6. SUBGRANTEE may seek reimbursement for foster care maintenance costs for children who have not yet been adjudicated, but for whom SUBGRANTEE has assumed legal responsibility for the care and placement, provided that the requirements of ARTICLE I, Section B, Paragraph 5, Subsections (b), (c), and (d), and, where applicable, regulations listed in Section B, Paragraph 2 have been followed.
  7. The Title IV-E agency that has care and placement responsibility for the child may receive reimbursement for that child's placement and care costs. SUBGRANTEE agrees that in those instances in which a child is committed to its legal care and placement responsibility from the legal custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE will affirmatively act to coordinate the performance of its duties with such Title IV-E agency who formerly held legal custody and/or care and placement responsibility of such child. When a child is in the care and placement responsibility of SUBGRANTEE and subsequently court ordered to the custody and/or care and placement responsibility of another Title IV-E agency, SUBGRANTEE agrees that only the Title IV-E agency that has the most recent court ordered legal responsibility for the child may bill for and receive federal reimbursement for the child's placement and care costs.
  8. SUBGRANTEE may seek reimbursement for associated administrative and training costs related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at imminent risk of removal from the home pursuant to OAC 5101:2-45-04, Traditional Candidate for Title IV-E foster care, and has undertaken a plan of reasonable effort to prevent such removal, when such costs are associated with the following examples of reimbursable activities:
    - a. Referral of a child to services as permitted under Title IV-E and Title IV-B;

- b. Preparation for and participation in judicial determinations;
  - c. Arrangement for the placement of the child;
  - d. Development, ongoing management, implementation, and supervision of the child's case plan, but not the cost of any therapeutic treatment or counseling services required;
  - e. Preparation for and participation in case reviews;
  - f. Determination of Title IV-E eligibility, whether such determination is affirmative or negative;
  - g. Participation by casework staff in formal and organized training activities. For the purpose of claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent on such activity; or
  - h. Case management on behalf of children determined by SUBGRANTEE to be at imminent risk of removal from home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal.
9. SUBGRANTEE may seek reimbursement for prevention services costs under the Family First Prevention Services Act, Public Law 115-123, as outlined in OAC 5101:2-45-01 through 5101:2-45-03, Title IV-E Candidate for prevention services program including associated administrative, training, and direct service costs not related to children who are eligible to receive foster care maintenance payments and who are determined by SUBGRANTEE to be at imminent risk of removal from the home, and has undertaken a plan of reasonable effort to prevent such removal and/or the child is a pregnant/parenting foster youth. Family First Prevention Services (FFPS) may also be provided to the parent(s) and/or kinship caregiver(s) of the identified children in this paragraph:
- a. Referral of a child, parent(s)/kinship caregiver(s) to evidence-based practice services as permitted under Title IV-E,
  - b. Payment for the cost of evidence-based practice services as outlined in OAC 5101:2-45-03;
  - c. Preparation for and participation in judicial determinations;
  - d. Arrangement for the placement of the child;
  - e. Development, ongoing management, implementation, and supervision of the child's case plan;
  - f. Preparation for and participation in case reviews;
  - g. Supervision of the child's placement;
  - h. Participation by casework staff in formal and organized training activities. For the purpose of claiming administrative costs for this activity, such costs will be limited to the salary and fringe benefits of such staff proportionate to the time spent on such activity; or
  - i. Case management on behalf of children determined by SUBGRANTEE to be at imminent risk of removal from home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal.

SUBGRANTEE may not seek reimbursement from both Candidacy programs (Traditional / FFPS) for the same child at the same time.

10. The activities in this ARTICLE I, above, may be performed by personnel of SUBGRANTEE or, by contractual agreement in accordance with ARTICLE III, by another party on behalf of SUBGRANTEE.

To be claimable, the activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by SUBGRANTEE to be at imminent risk of removal from the home and for whom SUBGRANTEE has undertaken a plan of reasonable efforts to prevent such removal. Further costs claimed must have originally been sourced from state or local funds appropriated to SUBGRANTEE and may not have been charged to any other federal program.

a. If SUBGRANTEE contracts with a third party to perform some or all of the activities enumerated in ARTICLE I of this Agreement the contract will expressly specify:

- (1) Which of the service(s) are to be performed by the contractor;
- (2) A specific and discrete rate of compensation that will be paid for the performance of these services relevant to Title IV-E eligible children. The rate of compensation will not exceed the amount charged for children who are not Title IV-E eligible;
- (3) SUBGRANTEE retains ultimate control and responsibility for care, maintenance, treatment, supervision, and case planning for children covered by the contract;
- (4) An officer of SUBGRANTEE who will be responsible for supervising the performance of the contractor; and
- (5) All procedures SUBGRANTEE will follow for supervising the performance of the contractor including, but not limited to, reporting requirements by the contractor to SUBGRANTEE.

b. Subgrantee may enter into a contract with a public children services agency (PCSA) to perform Title IV-E eligibility determinations in accordance with OAC 5101:9-7-08.

C. SUBGRANTEE understands they shall enter applicable child welfare information required in OAC 5101:2-33-70 and/or federal or state regulations, or rule directly into the Ohio Statewide Automated Child Welfare Information System (Ohio SACWIS) to receive Title IV-E reimbursement. Failure to enter such child welfare information may result in sanctions in accordance with sections 5101.24 of the Ohio Revised Code or withholding of state and/or federal funding.

a. Subgrantee understands Ohio SACWIS information is confidential and unauthorized release or failure to take safeguards, whether intentional or unintentional, to protect Ohio SACWIS data may result in applicable civil and criminal sanctions and penalties, including but not limited to, those stipulated in ORC 5101.99(C) and/or ORC 2151.99(A). Only individuals who are authorized to do so may access the information contained within Ohio SACWIS. No person shall access, use or disclose information contained in Ohio SACWIS other than in accordance with state law and ODJFS rule, including but not limited to: OAC 5101:2-33-70 and OAC 5101:2-33-21, Confidentiality and dissemination of child welfare information. Information contained in Ohio SACWIS is confidential and not subject to disclosure pursuant to Ohio Public Records Act ORC 149.43 or ORC 1347.08.

D. The ODJFS Agreement Manager is Ricardo Murph, or successor.

E. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE's receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.

- F. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

## ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2023, or upon signature of the ODJFS Director, whichever is later, through June 30, 2025, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

## ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is \$700,000.00. ODJFS will provide SUBGRANTEE with funds in an amount up to \$350,000.00 for State Fiscal Year (SFY) 2024 and up to \$350,000.00 for SFY 2025 expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. ODJFS agrees to reimburse SUBGRANTEE, to the extent allowed by the federal government, not to exceed the amounts listed in ARTICLE III, Section A above, and to the extent FFP is available from the federal government as follows:
1. To the extent that such costs are allowed by the federal government and FFP related to those costs is awarded, all reimbursements will consist solely of available FFP payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. ODJFS agrees to distribute to SUBGRANTEE, net of the user fee imposed by this Agreement, the FFP awarded and received by ODJFS. SUBGRANTEE agrees to allow ODJFS to retain a user fee of not more than 5% of all FFP disbursed to SUBGRANTEE under ARTICLE III, Section B, Paragraph 3 and 4, below. SUBGRANTEE expressly acknowledges that it is aware that any funding received under this Agreement will not constitute full reimbursement for any costs incurred in the performance of this Agreement. SUBGRANTEE further acknowledges that ODJFS is not obligated to make any payments in excess of the net FFP herein authorized.
  2. SUBGRANTEE may seek reimbursement of training costs of SUBGRANTEE staff who are covered by ARTICLE I, Section B, Paragraph 9, provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any federal program.
  3. When SUBGRANTEE seeks to claim administrative and training costs for activities performed by its own staff per ARTICLE I, Section B, Paragraph 9, SUBGRANTEE agrees to do so solely for those staff members who perform the activities enumerated in ARTICLE I, Section B, of this Agreement. Administrative and training costs payable to SUBGRANTEE will be determined utilizing the Juvenile Court Random Moment Sample Time Studies Methodology (see Attachment A) and the Juvenile Court Social Services Random Moment Cost Allocation Methodology (see Attachment B). Both Attachment A and Attachment B are hereby incorporated by reference.
  4. SUBGRANTEE may seek reimbursement for allowable training costs per ARTICLE I, Section B for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs). This includes attorneys representing children or parents, and child abuse and neglect court staff, in proceedings of child abuse and neglect provided that such costs are originally sourced solely from state or local funds appropriated to SUBGRANTEE and are not charged to any other federal program. Training costs payable to SUBGRANTEE will be determined utilizing

the Juvenile Court Social Services Random Moment Cost Allocation Methodology and the form JFS 01797 (see Attachment B).

5. SUBGRANTEE may seek reimbursement for actual foster care maintenance costs incurred for an adjudicated child placed in foster care provided that all of the elements listed in ARTICLE I, Section B, Paragraph 5 are present.
6. SUBGRANTEE will provide documentation for all administrative and training costs claimed for reimbursement to reflect actual costs incurred and paid. SUBGRANTEE will maintain accounting records to support this documentation. SUBGRANTEE acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under 45 CFR 1356.60. SUBGRANTEE will be responsible for the identification of costs for the activities enumerated in ARTICLE I, Section B, of this Agreement and will devise and implement accounting practices and procedures that will allow for audits of such costs. The accounting procedures will conform to generally accepted accounting principles and will treat both costs and activities consistently.
7. SUBGRANTEE agrees to use any FFP provided by this Agreement to improve children and youth services in the county and to emphasize the development of community and neighborhood-based foster care resources in the county. SUBGRANTEE agrees to affirmatively act to coordinate service improvements with the county Family and Children First Council, a partnership of government agencies and community organizations committed to improving the well-being of children and families.

**C. The responsibilities of the COMMISSIONERS are as follows:**

1. COMMISSIONERS agree to establish an account within COMMISSIONERS' general ledger into which the COMMISSIONERS will record Title IV-E receipts and disbursements to the SUBGRANTEE. COMMISSIONERS expressly agree that not less than 75% of the Administrative FFP received from ODJFS and deposited into the established account will be made available to the credit of SUBGRANTEE, in a timely manner, to enable SUBGRANTEE to render performance of its obligations pursuant to ARTICLE I, Section B of this Agreement.
2. COMMISSIONERS agree that any Title IV-E FFP received pursuant to this Agreement, whether past, present, or anticipated, will not be treated as countervailing income or resources in the determination of current or future general appropriations made in support of the operation of SUBGRANTEE, or the county child welfare agency.
3. At the close of any fiscal year, should SUBGRANTEE show a net positive balance in FFP received under this Agreement, COMMISSIONERS agree to re-appropriate such balance as available for the next subsequent fiscal year.
4. COMMISSIONERS agree not to subject SUBGRANTEE, or the county child welfare agency to new costs not presently borne by SUBGRANTEE or the county child welfare agency because of anticipated revenue that will be received by SUBGRANTEE under this Agreement.
5. COMMISSIONERS agree to develop and implement accounting procedures and standards which will provide an audit trail adequate to assess their performance under ARTICLE I of this Agreement.
6. COMMISSIONERS expressly agree to immediately take action to refund any FFP ODJFS deems unallowable as a result of any performance deficiencies noted by ODJFS in its assessment per ARTICLE I, Section B, Paragraph 4 of this Agreement.

- D.** SUBGRANTEE agrees to use the ODJFS approved Form JFS 01797, Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation, Quarterly Billing. SUBGRANTEE agrees to submit the completed JFS 01797 and supporting documentation via e-mail to: [JFS01797@jfs.ohio.gov](mailto:JFS01797@jfs.ohio.gov), or in the case where there is no e-mail access available, one hard copy may be mailed via US Postal Service to: Ricardo Murph, Ohio Department of Job and Family Services, P.O. Box 183204, Columbus, Ohio 43218-3204.

- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:
1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
    - a. Fiscal and accounting procedures;
    - b. Accounting records;
    - c. Effective 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 cash management;
    - f. Written procedures to implement the requirements of 45 CFR 75.305; and
    - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
  2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period, unless otherwise specified herein.
  3. **Cost Sharing or Matching.** 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 75.306, and subject to the qualifications, exceptions, and requirements of that section.
  4. **Program Income.** Program income, as defined in 45 CFR 75.307, 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 75.318.
  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 75.320.
  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 75.321.
- F. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- G. 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. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 90 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the

payments due under this Agreement, this Agreement will be 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 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508-that include, but are not limited to:
1. Proper identification of federal awards received;
  2. Maintenance of required internal controls;
  3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
  4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
  5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
  6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
  7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

#### ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections, A or B above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
  3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.

- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant activities;

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 Subgrant activities and refusing any additional orders;
  3. Prepare and furnish a report to ODJFS that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
  4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
  5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further invoice claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedy available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

#### ARTICLE VI. NOTICES

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern 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 IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., registered or certified mail, postage prepaid).

#### ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further

agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include, but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3-year period if the action is resolved prior to the end of the 3 year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 5 years. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends, and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-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). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

#### **ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD**

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS

and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.

- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
  2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
  3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
  4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:
1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
  2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
  3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
  4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
  5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
  6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;

7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

#### ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
  1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
  3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only

for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
2. **Fair Labor Standards and Employment Practices.**
  - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  - b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
  - c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  - d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
  - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
  - b. SUBGRANTEE certifies, by executing this 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 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 2 calendar years.
  - c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
  - d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

**4. Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

**5. Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.**6. Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.**7. Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this 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, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.**8. Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.**8. MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.**10. Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Orders 2019-12D and 2022-02D 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. SUBGRANTEE further affirms that no services from or investments in Russian institutions or companies will be purchased under this Agreement.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
  - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;

- (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
    - (3) The principal location of business for SUBGRANTEE and all subcontractors.
  - c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
  - d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
- 11. **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175 this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
  - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect; or
  - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
  - c. SUBGRANTEE agrees that it shall notify and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
  - d. ODJFS has the right to immediately and unilaterally terminate this Agreement if any provision in this section is violated and ODJFS may implement Section 106(g) of the TVPA.
- 12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of HHS. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.
- 13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
- 14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.

15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

#### ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

#### ARTICLE XI. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. SUGBRANTEE, who has placement and care responsibilities of children, will have read only access to ODM's Medicaid Information Technology System (MITS) to confirm managed care plan selections and the start dates of managed care.
- B. The authority to release this data is found in Title 42 of the Code of Federal Regulations (CFR), specifically 42 CFR 431.300, 431.302, 431.304, 431.305 431.306, 435.945; Privacy regulations 45 CFR 164.502(e); 164.504(e) and security regulations 45 CFR 164.308, 164.314 issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320d. 1320d-8]; relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400, et seq.], the terms of this Agreement, or more stringent provisions of the law, rules, or regulations of the State of Ohio. The parties agree that any MITS data or records provided under this Agreement may only be used or disclosed in accordance with Medicaid regulations. SUBGRANTEE staff will need to complete and submit the ODM 7078 before access to MITS is granted.

The Agreement Manager for ODM is Roger Fouts, or his successor.

- C. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
2. **Specific Definitions.**
  - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.
  - b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
  - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
  - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of ODM.

- D. SUBGRANTEE acknowledges that ODM is a Covered Entity under HIPAA. SUBGRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. **Permitted Uses and Disclosures.** SUBGRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
2. **Safeguards.** SUBGRANTEE will implement sufficient safeguards and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
3. **Reporting of Disclosures.** SUBGRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident SUBGRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.

Further, SUBGRANTEE shall immediately report to ODM the following:

- a. Any use or disclosure of PHI, or other confidential information which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
- b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Immediately following of discovery of a reportable security incident, SUBGRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. SUBGRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM the following information: (i) the nature of the disclosure, (ii) PHI used or disclosed, (iii) the individual(s) who made and received the disclosure, (iv) any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s), and (v) any other information reasonably requested by ODM.

Reporting and other communications made to ODM under this section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: [PrivacyOffice@medicaid.ohio.gov](mailto:PrivacyOffice@medicaid.ohio.gov) and [Mcdlegal@medicaid.ohio.gov](mailto:Mcdlegal@medicaid.ohio.gov).

If the improper use or disclosure, or security incident involves Federal Tax Information, Social Security Administration information, or if the incident could result in compromise of other connected systems, then CONTRACTOR shall also immediately attempt to notify the Privacy Officer via telephone at 614-752-5012 and the Chief Legal Counsel at 614-752-2576.

Failure to adhere to these notification requirements may constitute violation(s) of applicable federal and state laws and regulations and may constitute just cause for immediate termination of this Agreement.

4. **Mitigation Procedures.** SUBGRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. SUBGRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
5. **Incidental Costs.** SUBGRANTEE shall bear the sole expense of all costs to mitigate any harmful effect of any breaches or security incidents of which SUBGRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by SUBGRANTEE in violation of the terms of this Agreement. These costs will include, but are

not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.

6. **Agents and Subcontractors.** SUBGRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of SUBGRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to SUBGRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** SUBGRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** SUBGRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that SUBGRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, SUBGRANTEE will notify ODM prior to making any such amendment(s). SUBGRANTEE's authority to amend information is explicitly limited to information created by SUBGRANTEE.
9. **Accounting for Disclosure.** SUBGRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of ODM.** When SUBGRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, SUBGRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** SUBGRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
12. **Material Breach.** In the event of material breach of SUBGRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, SUBGRANTEE will return to ODM or destroy all PHI in SUBGRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If SUBGRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then SUBGRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by SUBGRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

**ARTICLE XII. CONSTRUCTION**

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

Signature Page Follows:

Remainder of page intentionally left blank.

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

**SIGNATURE PAGE**

**G-2425-06-0010**

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.

Ashtabula County Juvenile Court

Ohio Department of Job and Family Services

  
Authorized Signature (Blue Ink Please)

  
Matt Damschroder, Director

Andrew J Mesiak  
Printed Name

Matt Damschroder  
Printed Name


6-26-2023  
Date

Aug 24, 2023  
Date

3816 Donahoe Drive  
Ashtabula, Ohio 44004

30 East Broad Street, 32nd Floor  
Columbus, Ohio 43215

Ashtabula County Board of Commissioners  
  
Authorized Signature (Blue Ink Please)

Ohio Department of Medicaid  
  
Maureen M. Corcoran, Director

Casey Kozlowski, President  
Printed Name and Title

Maureen M. Corcoran  
Printed Name

8-1-23  
Date

August 22, 2023  
Date

50 West Town Street  
Columbus, Ohio 43215

**Title IV-E  
Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology**

- (A) The juvenile court random moment sample (JCRMS) time studies are designed to measure juvenile court staff activity regarding the Title IV-E program for juvenile courts that have entered into a sub-grant agreement with the Ohio Department of Job and Family Services (ODJFS). The JCRMS is a subset of the social service RMS and is completed on a quarterly basis for employees of the juvenile court. Data collected from these time studies is used to calculate the percentage of time spent on the Title IV-E program by the county juvenile court. The "Juvenile Courts Random Moment Sample (JCRMS) Time Studies Observation Form, JFS 01794" is used to report juvenile court staff activity regarding the Title IV-E program.
- (B) Juvenile courts may seek reimbursement of necessary and responsible administrative and training costs associated with court actions for children eligible to receive foster care maintenance payments and children determined by the court to be at serious risk of removal from home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal.
- (C) In cases where county juvenile courts desire to claim administrative and training costs for activities performed by their own staff, the court agrees to do so solely on behalf of staff that performs the Title IV-E activities.
- (D) Administrative and training cost payable to the court will be determined utilizing the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" JFS 01797, a random moment sample time study, and other procedures and forms as applicable.
- (E) Title IV-E activities may be performed by personnel of the court, by contractual agreement, or by another party on behalf of the court. The activity must be made on behalf of children eligible to receive foster care maintenance payments or children determined by the court to be at serious risk of removal from the home and for whom the court has undertaken a plan of reasonable efforts to prevent such removal. Reimbursement of costs claimed for these activities must originally be expended solely from state or local funds appropriated to the court and may not be charged to any other federal program.
- (F) The JCRMS reporting quarter offsets the calendar quarter by one month as follows:

<b>RMS Sampling Period</b>	<b>Billing Quarter</b>
First Quarter: Jun, Jul, Aug,	First Quarter: Jul, Aug, Sept,
Second Quarter: Sept, Oct, Nov,	Second Quarter: Oct, Nov, Dec,
Third Quarter: Dec, Jan, Feb,	Third Quarter: Jan, Feb, Mar,
Fourth Quarter: Mar, Apr, May.	Fourth Quarter: Apr, May, Jun.

**Title IV-E**

**Juvenile Court Random Moment Sample (JCRMS) Time Studies Methodology**

- (G) Employees engaged in directly related program functions shall participate in the RMS time studies and cannot participate in more than one type of time study, per OAC 5101:9-7-20.
- (H) The JCRMS is designed to identify the county juvenile court staff activities directly related to program functions benefiting the Title IV-E program.
- (I) The juvenile court must assign a random moment coordinator and alternate coordinator(s) to administer the JCRMS. At least one alternate must be selected to complete the RMS process in the coordinator's absence. The responsibilities of the coordinator include but are not limited to:
  - (1) Acting as the liaison for communications with the ODJFS JCRMS time study administrator;
  - (2) Acting as the liaison for communications with ODJFS staff;
  - (3) Providing quarterly updates to ODJFS JCRMS time study administrator regarding new appointments, terminations, transfers, staff assignments, county holidays or other information likely to affect RMS operations;
  - (4) Insuring the 10% quality assurance process is being properly administered.
- (J) The juvenile court random moment sample observation form JFS 01794 and the instructions JFS 01794I can be found at [www.odjfs.state.oh.us/forms/inter.asp](http://www.odjfs.state.oh.us/forms/inter.asp)

**Title IV-E  
Juvenile Court Social Services Random Moment Cost Allocation Methodology  
Quarterly Billing**

- (A) Juvenile courts having subgrant agreements with ODJFS will use the “Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing” form JFS 01797 to bill for services; ODJFS will use the form as a basis for reimbursement to the courts. In completing the social services random moment allocation quarterly billing form, costs are divided into direct, shared, and purchased administrative costs.

**ALLOWABLE COSTS**

- (B) **Direct administrative costs** are costs for staff, and employees who perform direct case services related to the award, and who participate in the JCRMS. Occupancy rental and utility costs for the housing of such staff may only be claimed for reimbursement if such staff is housed in quarters that are not owned by the county and for which the court has entered into a lease agreement. Specific direct administrative costs for staff include, but are not limited to:
- (1) Payroll and fringe benefit costs;
  - (2) Equipment and consumable supply costs;
  - (3) Separately metered postage and telephone costs;
  - (4) Cost of liability insurance provided that the cost of such insurance is related to the performance of the award and is separately identified in a master policy, is carried as a separate policy, or as a rider to an existing policy;
  - (5) Travel and per diem costs;
  - (6) Training registration fees;
  - (7) Operational costs inclusive of rent, leases, and utilities.
- (C) **Child Welfare Training Costs** are staff time incurred preparing for, traveling to or from, engaged in conducting or attending training specifically related to child welfare. This training is for activities related to conducting or attending allowable short-term training costs for current and prospective relative guardians, Guardians *ad litem* (GALs) or other Court Appointed Special Advocates (CASAs), including attorneys representing children or parents, child abuse and neglect court staff, in proceedings of child abuse and neglect. The guardian has to be appointed by court order and the reimbursement allows for non-federal funds spent on allowable training activities to the eligible trainees. The reimbursement costs are part of the allowable cost pool. Child Welfare training costs may include, but are not limited to:

**Title IV-E  
Juvenile Court Social Services Random Moment Cost Allocation Methodology  
Quarterly Billing**

- (1) Modifications to the case plan,
- (2) Completing the risk assessment,
- (3) Making reasonable candidate determinations,
- (4) Case review requirements of candidates for foster care,
- (5) Monitoring plans for compliance with candidate policy,
- (6) Facilitating eligibility determinations,
- (7) Fair hearings and appeals,
- (8) Service referrals,
- (9) Preparing for and participating in judicial determinations for children in foster care settings,
- (10) Placement activities,
- (11) Developing a case plan,
- (12) Case reviews,
- (13) Case management and supervision.

The activities for **attending** training include but are not limited to:

- (14) Staff travel to and from,
- (15) Attending training.

The activities for **conducting** training include but are not limited to:

- (16) Staff travel time to and from,
- (17) Preparing for the training,
- (18) Conducting the training,
- (19) Researching training material
- (20) Copying training material.

(D) **Purchased administrative costs** are the payments made under contracts or governmental agreements directly related to the performance of activities required by the court's Title - IV-E agreement with ODJFS. Such costs would include professional fees paid for case management activities and home studies, payments made to the county public children services agency (PCSA) to eligibility determinations or claims processing activities performed by that agency, and fees paid to outside vendors to operate the JCRMS if the court chooses not to conduct the time study using its own staff.

(E) **Shared administrative costs** are to be proportionately allocated to both allowable and unallowable costs centers. The court must determine an appropriate allocation methodology to be used as long as the allocation methodology is reasonable, consistently applied, and fairly distributes shared costs to both allowable and unallowable costs centers. The allocation methodology must be documented and adjusted when necessary to maintain a reasonable and fair distribution of administrative funds. Shared administrative costs allocable to allowable direct administrative costs are to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost

**Title IV-E  
Juvenile Court Social Services Random Moment Cost Allocation Methodology  
Quarterly Billing**

Allocation Quarterly Billing" JFS 01797. Shared costs include salaries, related compensation and operational costs inclusive of rent, leases, utilities, supplies, etc., for all employees assigned to indirect agency functions and may include administrative contracts related to all major program areas of the court.

- (F) **Unallowable Costs** not to be reported on the "Juvenile Courts and the Ohio Department of Youth Services (ODYS) Social Services Random Moment Cost Allocation Quarterly Billing" form JFS 01797 include, but are not limited to the following:
- (1) All costs associated with the operation of a detention facility;
  - (2) All costs associated with the operation of a placement setting for which ODJFS computes an IV-E reimbursement rate;
  - (3) Personnel cost of an elected official;
  - (4) Costs stemming from the court exercising its authority as a judicial body specifically including costs incurred to:
    - (a) Docket cases;
    - (b) Conduct hearings;
    - (c) Maintenance of the court journal;
    - (d) Personnel costs for magistrates, clerks, and bailiffs;
    - (e) Providing notice to compel the presence of parties to appear before the court;
    - (f) Operation and maintenance of a law library; and
    - (g) Subscription to a legal reference service.
  - (5) Fees paid for services provided to children who are in the legal custody of the court, its probation department, or a probation officer or fees paid for services provided to the families of such children;
  - (6) Fees paid for services, other than case management services, provided to children, or their families, where the court has determined and documented that such children are at imminent risk of removal into placement and for whom the court has initiated a program of reasonable efforts to prevent that removal;

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- (7) All foster care maintenance costs paid for any child;
  - (8) All costs incurred for mechanical or electronic detention devices and services.
  - (9) Salary or compensation for eligible GALs/CASAs trainees.
- (G) **The Title IV-E foster care eligibility rate** (sometimes called the participation, penetration or discount rate) is determined by dividing the total number of days served by Title IV-E foster care eligible children (the numerator) by the total number of days served by all children in foster care (the denominator). The definition of foster care per 45 Code of Federal Regulations (CFR) 1355.20: Foster care means 24-hour substitute care for children placed away from their parents or guardians and for whom the Title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

**The numerator** is comprised of the total number of placement days experienced by Title IV-E eligible children in foster care housed in licensed settings. Days to be included/not included are as follows:

1. Include days Title IV-E eligible children are placed in a licensed setting;
2. Include days when a Title IV-E eligible child is on eligible leave from a licensed setting. (e.g. trial, parental, relative or non-relative home visit, hospital stay, absence without leave (AWOL) camp or vacation);
3. Do not include days when a Title IV-E eligible child is placed in a non-licensed setting. (e.g. Detention facilities, forestry camps, training schools, a non-licensed relative);
4. Do not include days on behalf of Non-Title IV-E eligible children.

**The denominator** is comprised of the total number of placement days experienced for all children who are in foster care. Days to be included/not included are as follows:

1. Include days for all children in foster care, regardless of Title IV-E eligibility, placed in a licensed setting or non-licensed setting;
2. Include days for all children in foster care, regardless of Title IV-E eligibility, on leave from a licensed or non-licensed setting;
3. Do not include days when a child is removed from their home and placed directly into detention or a forestry camp, as the child is not considered to be in foster care.

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When a child who is placed directly into detention or a forestry camp is subsequently placed into foster care, their days will be counted regardless of Title IV-E eligibility and regardless of the placement setting.

- (H) The juvenile court social services random moment allocation quarterly billing form JFS 01797 can be found at [www.odjfs.state.oh.us/forms/inter.asp](http://www.odjfs.state.oh.us/forms/inter.asp)