

**RESOLUTION APPROVING GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF CHILDREN AND YOUTH FOR ASHTABULA COUNTY JUVENILE COURT, DCY-G-2627-0245, TITLE IV-E**

WHEREAS, Karen Capstick, Operations and Finance Director for the Ashtabula County Juvenile Court, has submitted a Grant Agreement with the Ohio Department of Children and Youth for the approval of the Board, to-wit:

**Grantor:** Ohio Department of Children and Youth, 246 N. High St. Columbus, OH 43215

**Purpose:** Allows 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.

**Grant Amount:** Reimbursement for Title IV-E administrative, training and foster care maintenance costs not to exceed \$700,000.00

**Term:** Retroactive to July 1, 2025 ending June 30, 2027

WHEREAS, the Grant Agreement has been reviewed and it is found that such an Agreement would be desirable and is necessary; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio that Grant Agreement be approved in accordance with a copy of said Grant Agreement 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. 2025-497**

**November 13, 2025**

**RESOLUTION APPROVING GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF CHILDREN AND YOUTH FOR ASHTABULA COUNTY JUVENILE COURT, DCY-G-2627-0245, TITLE IV-E**

**Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.**

**VOTE:**

<b>J.P. Ducro IV</b>	<b>Aye</b>
<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>

**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 CHILDREN AND YOUTH  
GRANT AGREEMENT for  
Ashtabula County Juvenile Court**

**DCY-G-2627-0245**

**RECITALS:**

This Grant Agreement ("Agreement") between the Ohio Department of Children and Youth ("DCY" or "the State"), 246 North High Street, Columbus, Ohio 43215, the Ashtabula County Juvenile Court ("Grantee") located at 4717 Main Avenue, Ashtabula, Ohio 44004, and the Ashtabula County Board of Commissioners (the "Commissioners") located at 25 West Jefferson Street, Jefferson, Ohio 44047, is created pursuant to the Grant awarded by DCY to Grantee. Grantee hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

The information required by Title 45 of the Code of Federal Regulations ("CFR"), Section 75.352 is incorporated by reference and attached to this Agreement as Exhibit 1.

**ARTICLE I. PURPOSE; GRANT REQUIREMENTS**

- A. The responsibilities of the Grantee ("Grant Requirements") are summarized and attached as Exhibit 2:
- B. The responsibilities of the Commissioners are summarized 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 Grantee. Commissioners expressly agree that not less than 75% of the Administrative Grant funds received from DCY and deposited into the established account will be made available to the credit of Grantee, in a timely manner, to enable Grantee to render performance of its obligations pursuant to Exhibit 2 of this Agreement.
  2. Commissioners agree that any Title IV-E funds 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 Grantee, or the county child welfare agency.
  3. At the close of any fiscal year, should Grantee show a net positive balance in funds 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 Grantee, or the county child welfare agency to new costs not presently borne by Grantee or the county child welfare agency because of anticipated revenue that will be received by Grantee 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 this Agreement.
  6. Commissioners expressly agree to immediately take action to refund any Grant funds DCY deems unallowable as a result of any performance deficiencies noted by DCY.
- C. The DCY Agreement Manager is Ricardo Murph, or successor.
- D. DCY has identified three goals as the agency's mission:

1. Ensure infants reach their first birthday by decreasing infant mortality;
2. Ensure children are ready for kindergarten by increasing kindergarten readiness assessment scores; and
3. Ensure children remain in environments that are familiar and safe by decreasing the number of children and youth entering the foster care system.

The Grantee is required to report to the Agreement Manager how its activities under this Agreement further a minimum of one of these goals.

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

## **ARTICLE II. EFFECTIVE DATE OF THE GRANT**

This Agreement will be in effect from July 1, 2025, through June 30, 2027, unless this Agreement is suspended or terminated prior to the expiration date.

## **ARTICLE III. AMOUNT OF GRANT/PAYMENTS**

In consideration of Grantee's promises and satisfactory performance, the State shall pay the fee identified below.

- A. The total amount of the Grant is Seven Hundred Thousand (\$700,000.00) to expressly perform the Grant Requirements. Grantee understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. Grantee hereby waives the interest provisions of R.C. 126.30.
- B. Payment:
1. The Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by Grantee during the billing period pursuant to Grantee's accepted budget attached as Exhibit 3 – Ashtabula JC SFY26-27.xlsx. The DCY Agreement Manager may provide written approval to Grantee for requested budget changes that do not exceed the amount listed in this Article for the Agreement period. Such approval may be made without formally amending this Agreement.
  2. DCY agrees to reimburse Grantee to the extent allowed by the federal government as follows:
    - a. To the extent that such costs are allowed by the federal government, all reimbursements will be payable at the applicable federal matching rate for allowable Title IV-E administrative, training, and foster care maintenance costs. DCY agrees to distribute the Grant funds to Grantee, net of the user fee imposed by this Agreement. Grantee agrees to allow DCY to retain a user fee of not more than 5% of all Grant funds. Grantee 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.

3. Grantee will only seek reimbursement for costs originally sourced from state or local funds appropriated to Grantee and not charged to any federal program.
  4. Grantee may seek reimbursement for actual foster care maintenance costs incurred 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 determined to be eligible in accordance with Ohio Administrative Code (OAC) 5180:2-47.
    - b. The child for whom reimbursement is sought has been placed in a foster care facility that is certified, licensed, or approved by DCY or by another state agency described in Ohio Revised Code (ORC) Section 5103.02 and who DCY further recognizes as a placement that qualifies for Title IV-E maintenance funding. 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.
    - c. The foster care maintenance cost claimed for reimbursement has not been made with any federal funds, has been made in accordance with Title IV-E foster care reimbursement ceilings as prescribed by DCY and in effect at the time the placement cost was incurred, and will not be claimed by any other federal reimbursement source.
    - d. The child for whom reimbursement is sought has been placed in a child care institution(CCI)/congregate care facility, in accordance with Social Security Act Sections 472(c)(2)(A) and (C), 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 as described in OAC 5101:2-9-42.
  5. Grantee 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. Administrative and training costs payable to Grantee will be determined utilizing the Juvenile Court Random Moment Sample Time Studies Methodology, attached hereto and incorporated into the Agreement as Exhibit 5 and the Juvenile Court Social Services Random Moment Cost Allocation Methodology, attached hereto and incorporated into the Agreement as Exhibit 6.
  6. Grantee will provide supporting documentation for all administrative and training costs claimed for reimbursement, as outlined in Instruction Form DCY 1797-I, to reflect actual costs incurred and paid. Grantee acknowledges that administrative and training costs claimable against Title IV-E are limited to those articulated under 45 CFR 1356.60.
  7. Grantee must conduct a funds reconciliation of the Grant no later than thirty (30) days from the end of the Agreement period. Grantee will return any Grant funds that exceed actual expenditures paid by Grantee and confirmed by invoices. The DCY Agreement Manager will instruct Grantee on the manner in which to return the unused funds.
- C. DCY will pay for travel expenses in accordance with R.C. 126.31 and Rule 126-1-02 of the Ohio Administrative Code ("OAC"). Travel will be reimbursed at the rates established at <https://obm.ohio.gov>.

- D. The State will reimburse indirect costs in compliance with 2 CFR 200.414 or 45 CFR 75.414, as applicable. The State will reimburse fringe benefits costs in compliance with 2 CFR 200.431 or 45 CFR 75.431, as applicable.
- E. Line item expenses listed in the budget may be reallocated upon the written approval of the DCY Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged.

#### **ARTICLE IV. NOTICES**

- A. DCY and Grantee agree that communication regarding Grant Requirements, scope of work, invoice or billing questions, or other routine instructions will be between Grantee and the identified DCY Agreement Manager.
- B. Notices to DCY from Grantee that concern changes to Grantee's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to DCY Contracts & Monitoring at 246 North High Street, Columbus, Ohio 43215.
- C. Notices to Grantee from DCY concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to Grantee's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed effective upon receipt. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

#### **ARTICLE V. PAYMENT PROVISIONS**

- A. Certification Of Funds/Purchase Order Requirements. None of the duties or obligations in this Agreement are binding on the State and the Grantee will not begin performance on this Agreement, until all of the following conditions are met:
  - 1. All statutory provisions under the Ohio Revised Code have been met.
  - 2. All necessary funds are made available to DCY.
  - 3. If required, the Controlling Board of Ohio has approved the purchase in accordance with R.C. 127.16; and
  - 4. If applicable, an official State of Ohio Purchase Order (P.O.) has been issued from the DCY, which is certification that the above requirements have been met.
- B. Invoice Requirements. The Grantee, authorized to submit invoices, must submit an original quarterly invoice to the office designated in the purchase order. The Grantee will only be compensated for the Deliverables accepted by the State. Pursuant to the State of Ohio, Office of Budget and Management Safe Manual, the invoice must include the following:
  - 1. The purchase order number authorizing the delivery of supplies or services;
  - 2. State of Ohio Agreement Number (if applicable);
  - 3. DCY Name;
  - 4. DCY Billing Address;
  - 5. Delivery location of supplies or services;
  - 6. Grantee Name;
  - 7. Grantee Address;
  - 8. Grantee's Unique Invoice Number;

9. Date that services were provided or that supplies were delivered;
10. Itemization of supplies or services provided, including cost;
11. For leases, the invoice must also include the payment number (e.g., 1 of 36);
12. Receipt or other proof of cost;
13. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of Grant Requirements completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
14. Clear statement of total payment expected.

- C. **Payment Due Date and Process.** Unless otherwise stated in this Agreement and in accordance with R.C. 126.30, payments under this Agreement will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date payment is issued by the State will be considered the date payment is made. Payment of an invoice by the State will not prejudice the State's right to object to or question that or any other invoice or matter in relation thereto. The State's preferred method of payment is by electronic funds transfer. However, DCY may also make payment by State of Ohio payment card or by warrant issued by the Office of Budget and Management. At the time of Agreement award, Grantee must be able to accept all forms of payment from DCY.
- D. Grantee expressly understands that DCY does not have the ability to compensate Grantee for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. Grantee must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

#### **ARTICLE VI. PERFORMANCE AND COMPLIANCE**

- A. **Custom Deliverables.** Pursuant to 37 CFR Part 401 -- Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, all custom work done by the Grantee and covered by this Agreement, including any software modifications and documentation, will belong to the State with all rights, title, and interest in all intellectual property that comes into existence through the Grantee's work under this Agreement being assigned to the State.

The Grantee grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable, including distribution to third parties as required by funding mandates. The Grantee may not include in any custom Deliverable any intellectual property unless such has been created under this Agreement or qualifies as Pre-existing Material. If the Grantee wants to incorporate any Pre-existing Materials in a custom Deliverable, the Grantee must disclose that desire to the State and obtain written approval from the State for doing so in advance.

- B. **Force Majeure (Excusable Delay).** Neither party will be liable for any delay in its performance that arises from causes beyond its or its subgrantee's and/or subcontractor's control and without its or its subgrantee's and/or subcontractor's negligence or fault. For purposes of this section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the State or the Grantee cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all reasonable steps to mitigate or avoid the effects of the

force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. If a party is unable to perform those above-referenced obligations, it must also do the following:

1. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
2. Provide detailed information about the force majeure event; and
3. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

C. **Agreement Performance Management.** DCY is responsible for administering and monitoring the Grantee's compliance and performance on this Agreement. Therefore, the Grantee must respond to complaints about performance of the obligations in this Agreement to such entities in a timely manner. If the Grantee fails to perform any one of its obligations under this Agreement, it will be in Default.

If the Grantee fails to satisfactorily correct the performance or compliance issue within the time designated by DCY, DCY may employ all available options and remedies, including termination of the Agreement, if necessary, to resolve the Grantee's continued nonperformance or noncompliance.

D. **Agreement Remedies.**

1. **Actual Damages.** The Grantee is liable to the State for all actual and direct damages caused by the Grantee's Default. The State may self-perform or buy substitute Deliverables from a third party for those that were to be provided by the Grantee. The State may recover the costs associated with self-performance or acquiring substitute Deliverables, less any expenses or costs avoided by the Grantee's Default.
2. **Right to Withhold or Offset.** DCY may withhold payment or set off the amount of any liquidated damages, other damages, or any other obligation of the Grantee or its subsidiaries to the DCY, including any amounts the Grantee owes to DCY under this Agreement, against any payments due to the Grantee under this Agreement.

E. **Suspension/Termination.** In the event of suspension or termination, the terminating or suspending party will issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. The Grantee must immediately cease all work and take all steps necessary to minimize the costs the Grantee will incur related to this Agreement. Suspension or termination of this Agreement will not limit the Grantee's continuing obligations with respect to Deliverables that the State paid for or ordered before the effective date of such suspension or termination or limit the State's rights in such.

At the State's request, the Grantee must immediately prepare a final report and deliver such report to the State. The report must detail the work completed OR not processed prior to the time of notice. If applicable, the report must include the percentage of the Activity's completion, estimated time for delivery of all orders received but not processed, any costs incurred by the Grantee in doing the Grant Requirements to date, and any Deliverables completed or partially completed but not delivered to the State at the time of notice. Based on the State's approval of the final report and as directed, the Grantee must deliver work, whether completed or not, to the State. Any Deliverables will be subject to approval by the State. The Grantee may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Agreement.

1. **Agreement Suspension.**

- a. **Suspension for Cause.** If the Grantee fails to perform any one of the Grantee's obligations under this Agreement, the Grantee will be in Default and the State may suspend rather than terminate this Agreement. In the case of suspension for Default, the State will be entitled to all remedies available under this Agreement.
- b. **Suspension for Convenience.** In the case of a suspension for the State's convenience, the amount of compensation due to the Grantee for work performed before the suspension will be determined in the same manner as provided in Section G.2.a. for termination for the State's convenience or the Grantee may be entitled to compensation for work performed before the suspension.

The notice of suspension, whether with or without cause, will be effective immediately, on the Grantee's receipt of the notice.

The State may not suspend the work for its convenience more than twice during the term of this Agreement, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Grantee does not receive notice to resume or terminate the work within the 30-day suspension, then this Agreement will terminate automatically for the State's convenience at the end of the 30-calendar day period.

## **2. Agreement Termination.**

- a. **Termination for Convenience.** Either party may terminate this Agreement for its convenience upon issuing thirty days written notice to the other party. The Grantee will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that the Grantee has delivered and DCY has accepted before the termination. Total payments will not exceed the amount payable to the Grantee as if the Agreement or order had been fully performed, and DCY will not be entitled to any refund of fees already paid by the DCY before the date of termination. This will be the Grantee's exclusive remedy in the case of termination for convenience and is available to the Grantee only after the Grantee has submitted a proper invoice.
- b. **Termination for Cause.** If the Grantee fails to perform any of its obligations under this Agreement, the Grantee will be in Default, and DCY may terminate this Agreement in accordance with this Section. If this Agreement is terminated for cause, DCY will be entitled to a pro rata refund of any prepaid fees for the applicable orders subject to the termination. Termination for cause includes but is not limited to:
  - i. **Termination for Persistent Default.** DCY may terminate for Defaults that are cured but are persistent. "Persistent" means three or more Defaults. After providing notification to the Grantee of its third Default, DCY may terminate without providing the Grantee with an opportunity to cure. The three Defaults are not required to be related to each other in any way.
  - ii. **Termination for Endangered Performance.** DCY may terminate if it determines that the performance is endangered through no fault of its own.
  - iii. **Termination for Financial Instability.** DCY may terminate if the Grantee fails to timely pay its subgrantees and/or subcontractors, files a petition in bankruptcy or similar action, or DCY finds other evidence of the Grantee's financial instability.
  - iv. **Termination for Delinquency, Violation of Law.** DCY may terminate if it determines that the Grantee is delinquent in its payment of federal, state or local obligations including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a

State agency or political subdivision. DCY also may terminate if it determines that the Grantee has violated any law during the performance of this Agreement.

- v. Termination for subgrantee and/or subcontractor Default. DCY may terminate for Default caused by the Grantee's subgrantees and/or subcontractors. Any claims of its subgrantees and/or subcontractors due to suspension or termination will be the sole responsibility of the Grantee; and
- vi. Termination for Failure to Retain Certification, License, and Permits. DCY may immediately terminate if Grantee fails to obtain and maintain all official permits, approvals, licenses, certifications (Including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Agreement or by any local, state, or federal law throughout the duration of this Agreement.

F. Time Is of the Essence. Time is of the essence in this Agreement. The Grantee must deliver Deliverables and meet milestones as required by the Agreement or coordinate an acceptable date and time for delivery with the DCY. If the Grantee is not able to or does not provide the Deliverables to DCY or meet milestones by the date and time set forth in the Agreement or agreed upon by the parties, the State may obtain any remedy as described herein or any other remedy at law.

G. Federal Compliance. The Grantee must remain in compliance with 2 CFR 200.303 -- Internal controls.

## ARTICLE VII. LIABILITY PROVISIONS

A. General Representations.

1. The Grantee shall follow 45 CFR 75.322 and 37 CFR part 401.
2. The recommendations, guidance, and performance of the Grantee under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement and without any material defect.
3. No Deliverable will infringe on the intellectual property rights of any third party.
4. The Deliverables comply with all governmental, environmental and safety standards.
5. The Grantee will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.

The Grantee must notify the State in writing immediately upon the discovery of any breach of the representations given above.

B. Infringement of Patent or Copyright. To the extent permitted by law, if any of the materials, reports, or studies provided by Grantee are found to be infringing items and the use or publication thereof is enjoined, Grantee 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 Grantee under this section survive the termination of this Agreement, without limitation.

C. Insurance. Until all obligations under this Agreement are satisfied, and without limiting Grantee's obligations herein, Grantee must procure and maintain, for the duration of the Agreement, the insurance policies set forth below. Grantee must procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services hereunder by the Grantee, its agents, representatives, or employees.

Pursuant to 2 CFR 200.447, Grantee's policies must have limits sufficient to cover all claims which may arise under this Agreement and that meet the definition of sound business practices. The insurance

obligations under this Agreement are the minimum Insurance coverage requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, will be available to the State of Ohio. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Grantee under this Agreement.

Pursuant to Section 2743.02(D) of the Ohio Revised Code, all applicable insurance or other means of recovery will apply to any claim arising from the Grantee's Requirements relating to this Agreement on a primary basis. The insurance or self-insurance maintained by the State will not contribute to claims made due to the Grantee's negligence, errors, or omissions. No subrogation demands will be made against the State of Ohio, except where there is negligence on the part of the State, and any such demands will be reduced by all collateral recovery sources available to or received by the claimant.

**Umbrella or Excess Insurance Policies.** Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies must apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

**Notice of Cancellation.** Grantee must provide the State of Ohio with written notice of cancellation of any insurance policy required above as soon as possible and must use best efforts to notify the State at least 30 days in advance of such cancellation. A lapse in any required insurance coverage during this Agreement will be a breach of this Agreement.

**Deductibles and Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the State. The State may require the Grantee to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the State. Any and all deductibles and self-insured retentions will be the sole responsibility of the Grantee or subgrantee and/or subcontractor who procured such insurance and will not apply to the additional insured parties. The State may deduct from any amounts otherwise due to the Grantee to fund the self-insured retentions. Policies must not contain any self-insured retention provision that limits the satisfaction of the self-insured retention to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the self-insured retention. The State reserves the right to obtain a copy of any policies and endorsements for verification.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the Agreement or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the Grantee must purchase "extended reporting" coverage for a minimum of five years after completion of contract work. The discovery period must be active during the extended reporting period.

**Verification of Coverage.** Grantee must furnish the State of Ohio with certificates of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Grantee's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subgrantees and/or Subcontractors.** Grantee must require and verify that all subgrantees and/or subcontractors maintain insurance with sufficient limits for the nature of the products or services they are providing and Grantee must ensure that the State of Ohio is an additional insured on commercial general liability insurance required from subgrantees and/or subcontractors.

**Special Risks or Circumstances.** The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, as mutually agreed with the Grantee and incorporated into the Agreement by written amendment.

D. **Limitation of Liability.** The parties agree as follows:

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 Grantee under Article III or the actual amount of direct damages incurred by any party—whichever is less. 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.

## ARTICLE VIII. DATA AND INFORMATION CONTROL

Grantee 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 subcontract and/or subgrant agreements executed for the performance of Grant Requirements relative to this Agreement:

A. **Confidentiality.** The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Agreement. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other parties, or individuals or organizations about whom the disclosing party keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information to perform its obligations under this Agreement and may not use or disclose any Confidential Information received as a result of this Agreement without the written permission of the disclosing party. The Grantee must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other parties, or individuals or organizations about whom the State keeps information is Confidential Information. In addition, the receiving party may not use or disclose any documents or records that Ohio law prohibits from disclosure.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Agreement, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or

6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
  - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
  - b. Makes a reasonable effort to assist the disclosing party in obtaining a protective order, if requested, from the issuing court or agency limiting disclosure and use of the Confidential Information to the portion of the Confidential Information needed to satisfy the original order of production and solely for the purposes intended to be serviced by the order.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party must not disclose or use such information in any manner except as expressly authorized in this Agreement. In such instances, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization who have a need to know the Confidential Information to perform under this Agreement.

The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Agreement. Upon request, the Grantee must provide certification or written confirmation to the State of such return or destruction of the Confidential Information. Notwithstanding the foregoing, the receiving party may keep a copy of the Confidential Information to comply with contractual, legal, or record-keeping obligations, and any such retained Confidential Information is subject to the requirements of this Agreement for so long as the receiving party has the Confidential Information in its possession.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have its personnel and subcontractors and/or subgrantees who have access to any Confidential Information execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Agreement. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party will be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision will not, however, diminish or alter any right to claim and recover damages.

This Agreement, including all terms and conditions, pricing, and attachments or exhibits, is not Confidential Information.

The State may require the Grantee, its employees, subcontractors and/or subgrantees, and agents to sign a confidentiality agreement and/or policy acknowledgements before accessing facilities, data, or systems. The Grantee must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgement.

## **B. Public Records and Retention of Documents and Information.**

1. The Grantee acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, Deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. The Grantee understands that these records will be made freely available to the public unless the State determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from

disclosure. The Grantee must comply with any direction from the State to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information. Should the Grantee receive a public records request or subpoena with respect to any State Data, the Grantee must immediately notify the State and fully cooperate with the State's directions regarding such request.

2. Grantee agrees to retain all records in accordance to any litigation holds that are provided to them by DCY, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require Grantee to keep the records longer than the approved records retention schedule. Grantee will be notified by DCY when the litigation hold ends and retention can resume based on the approved records retention schedule. If Grantee fails to retain the pertinent records after receiving a litigation hold from DCY, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
3. If applicable, Grantee hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, Grantee further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

C. Security and Safety Rules. When on any property owned or controlled by the State, the Grantee must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

D. Data Security and Privacy Terms. These Data Security and Privacy Terms ("Terms") describe the responsibilities for the Grantee relating to State information security and privacy standards and requirements for all proposed solutions, whether cloud, on-premises, or hybrid based. These Terms apply to all work, services, and personnel across all environments, and State of Ohio ("State") and Grantee locations (e.g., cloud (Software as a Service, Platform as a Service, or Infrastructure as a Service), on-premises, or hybrid) along with the computing elements that the Grantee will perform, provide, occupy, or utilize in performing the work, and any Grantee access to State resources in conjunction with the delivery of work.

The Grantee must comply with these Terms as they apply to the services being provided to the State. The Grantee is responsible for maintaining information security in any environments under the Grantee's management in accordance with these Terms.

These Terms are in addition to the Contract terms and conditions. In the event of a conflict between the Agreement and these Terms, the most stringent standard will prevail.

## **Requirements**

### **1. The Grantee's Responsibilities Generally**

At a minimum, the Grantee must maintain the security of Agreement Data in accordance with the moderate level security baseline of the current published version of the National Institute of Standards and Technology Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," (NIST 800-53). In the alternative, the Grantee may maintain the security of Agreement Data in accordance with International Organization for Standardization 27001 (ISO 27001) if the Grantee implements the additional necessary controls to achieve compliance with the requirements of NIST 800-53. Hereinafter, references in these Terms to "NIST 800-53" means both of the frameworks defined in this paragraph.

The Grantee must implement the information security policies, standards, and capabilities set forth in the Agreement, support the State's adherence to the State IT Security Policies and Standards, and use procedures in a manner that does not diminish established State capabilities and standards.

The Grantee's information security and technology responsibilities with respect to the work and services the Grantee is providing to the State include, where applicable, to assist in the implementation of associated security procedures with the State's review and approval, including physical access requirements, User ID approval procedures, and a Security Incident action and response plan.

## **2. Protection and Handling of Agreement Data**

The Grantee must maintain an information security program made up of policies, procedures, technical and organizational safeguards, and training designed to protect Agreement Data against unauthorized loss, destruction, alteration, access, or disclosure. To protect Agreement Data, the Grantee must use due diligence to ensure that computer and telecommunications systems and services involved in storing, using, or transmitting Agreement Data are secure and prevent Agreement Data from unauthorized disclosure, modification, use, or destruction. To accomplish this, the Grantee must adhere to the following requirements regarding Agreement Data in addition to the confidentiality requirements in the Agreement:

- a. Assume all Agreement Data is both confidential and critical for State operations.
- b. Maintain, in confidence, Agreement Data it may obtain, maintain, process, or otherwise receive from or through the State during the term of the Agreement and pursuant to the provisions of the Agreement and these Terms.
- c. Use and permit its employees, officers, agents, and subcontractors and/or subgrantees to use any Agreement Data received from the State solely to perform its obligations under the Agreement.
- d. Not sell, rent, lease, disclose, or permit its employees, officers, agents, and subcontractors and/or subgrantees to sell, rent, lease, or disclose, any Agreement Data to any third party, except as permitted under the Agreement or required by applicable law, regulation, or court order.
- e. Take all commercially reasonable steps to (a) protect the confidentiality of Agreement Data received from the State and (b) establish and maintain physical, technical, and administrative safeguards to prevent unauthorized access by third parties to Agreement Data received by the Grantee from the State.
- f. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of Agreement Data; and
- g. Ensure that the Grantee's internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of Agreement Data, and periodically review and update these policies, plans, and procedures as needed.

All Agreement Data at rest in systems supporting the Grantee's services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations, ensuring physical and environmental protection controls are implemented as defined in State IT Security Policy 2100-15, and be handled in accordance with the requirements of these Terms at all Grantee locations. All Agreement Data that is not classified as public by the State must be encrypted at rest and while in transit utilizing industry standards that meet Federal Information Processing Standards (FIPS) validated algorithms and comply with State IT Security Policy IT-14, Data Encryption and Securing Confidential Data.

If the Grantee will be accessing, processing, transmitting, possessing, creating, or storing Confidential Data, the State may require additional documentation from the Grantee and/or input

to complete State documentation.

### 3. Security Standards

All solutions shall operate at the moderate level baseline as defined in the current published version of NIST 800-53, be consistent with Federal Information Security Management Act, 44 U.S.C. § 3551 et seq. (FISMA 2014) requirements and offer a customizable and extendable capability based on open-standards APIs that enable integration with third party applications.

The Grantee's information security program must be designed to protect Agreement Data by implementing an industry security and privacy standard including, at a minimum:

- a. Security and confidentiality of Agreement Data.
- b. Protection against anticipated threats or hazards to the security or integrity of Agreement Data.
- c. Protection against unauthorized access to, disclosure of, or use of Agreement Data.
- d. Giving access to Agreement Data only to those individual employees, officers, agents, and subcontractors and/or subgrantees who need to know such information in connection with the performance of the obligations under the Agreement.
- e. Cooperating with any attempt by the State to monitor compliance with the foregoing obligations as reasonably requested by the State.
- f. Promptly destroying or returning to the State, in a format designated by the State, all Agreement Data received from or through the State upon completion of the work under the Agreement or upon termination or expiration of the Agreement. Notwithstanding the foregoing, the Grantee may keep a copy of the Agreement Data to comply with contractual, legal, or record keeping obligations, and any such retained Agreement Data is subject to the requirements of this Agreement for so long as the Grantee has the Agreement Data in its possession.
- g. Maintaining appropriate and effective business continuity and disaster recovery plans to ensure resiliency of Agreement Data and business operations; and
- h. Maintain a privacy policy that includes, at a minimum, processes for the State to obtain individual privacy consent for the use of PII, at the determination of the State, and to respond to individuals' requests to access, correct, and delete their PII unless otherwise expressly agreed to in the Agreement. All PII, including PII that has been de-identified, is considered Agreement Data and Confidential Information under this Agreement.

The Grantee must scan all source code for vulnerabilities, including before and after any source code changes are made, must promptly remediate vulnerabilities, and/or provide the State with patches to address the vulnerabilities at no cost to the State. The Grantee must follow best practices for application code review and the most current version of the Open Source Foundation for Application Security (OWASP) top 10.

In addition to the representations provided and pursuant to the terms of the representations section of the Agreement (i.e. notification, and correction), the Grantee represents that its software is free from viruses, malware, and other harmful or malicious code.

### 4. Permitted Disclosure to Third Parties

Disclosure of Agreement Data is permitted as set forth in the Agreement. Additionally, disclosure of Agreement Data is also permitted when required by applicable law, regulation, court order, or subpoena. If the Grantee or any of its representatives are ordered or requested to disclose any information provided by the State, whether Confidential Data or otherwise, pursuant to court or administrative order, subpoena, summons, or other legal process or otherwise believes that disclosure is required by any law, ordinance, rule or regulation, the Grantee must notify the State within 24 hours of receipt of the order or request in order for the State to seek a protective order or take other appropriate action, as desired. The Grantee must also cooperate in the State's

efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the information provided by the State.

If, in the absence of a protective order, the Grantee is compelled as a matter of law to disclose the information provided by the State, the Grantee may disclose to the party compelling disclosure only the part of such information as is required by law to be disclosed (in which case, prior to such disclosure, the Grantee must advise and consult with the State and its counsel as to the scope of such disclosure and the nature of wording of such disclosure) and must use commercially reasonable efforts to obtain confidential treatment for the information disclosed.

The Grantee may disclose Confidential Information to the following people, subject to the requirements of the Agreement and these Terms:

- a. To State or Federal auditors or regulators.
- b. To service providers and agents of either party as permitted by law, provided that such service providers and agents are subject to binding confidentiality obligations; and
- c. To the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive.

5. Security Auditing

The Grantee must remedy issues, material weaknesses, or other items identified in each audit as they pertain to the services provided under this Agreement. The Grantee may use their administrative cost budget line to pay for SOC reports.

6. Background Investigations of Grantee Personnel

Any person who (a) has been convicted at any time of any criminal offense involving dishonesty, a breach of trust, money laundering, or who has entered into a pre-trial diversion or similar program in connection with a prosecution for such offense, (b) is named by the Office of Foreign Asset Control (OFAC) as a Specially Designated National, or (c) has been convicted of a felony may not perform certain services under the Agreement.

The Grantee must conduct background investigations on Grantee personnel that may have access to Agreement Data. The State may conduct background investigations on Grantee personnel that have or may have access to Confidential Data, critical infrastructure systems, or when required by law, rule, or regulation. The State will conduct initial background investigations on Grantee personnel who will have access to FTI and/or CJI that must be favorably adjudicated before being permitted to access the FTI and/or CJI, and ongoing background investigations every five years thereafter for personnel who already have access to FTI and/or CJI.

If any Grantee personnel refuses to have a background investigation completed or has an unfavorably adjudicated background investigation completed, the State may terminate that personnel's access to the Agreement Data.

a. Security Incident Response and Reporting

The Grantee is responsible for Security Incident response, including containment, eradication, and recovery, to minimize the impact to the State. In addition to the requirements in the Agreement, the Grantee must perform the following in response to a Security Incident involving Agreement Data.

The Grantee is not required to report Security Events unless a pattern of attacks significantly

increases the risk of impact.

The Grantee must report in writing to the State within 24 hours of the Grantee becoming aware of any Security Incident and/or use or disclosure of Agreement Data not authorized by the Agreement, including any reasonable belief that unauthorized access to or acquisition of Agreement Data has occurred, and fully cooperate with the State to mitigate the consequences of the Security Incident. Within five business days of the initial Security Incident report to the State, the Grantee must document and begin providing follow-up reports for all Security Incidents to the State. The Grantee must provide updates to the follow-up reports until the investigation is complete.

7. Generative Artificial Intelligence.

The Grantee is not permitted to enter Confidential Data in generative artificial intelligence models.

E. General Audits.

1. All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Agreement will be retained by Grantee and will be made available for audit by state and federal government entities that include but not limited to, DCY, 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 three years after Grantee receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, Grantee will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, Grantee must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
2. All records relating to cost, work performed, supporting documentation for invoices submitted to DCY, and copies of all materials produced under or pertaining to this Grant will be retained by Grantee in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is contained at <https://rims.das.ohio.gov/GeneralSchedule>. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, Grantee agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

## ARTICLE IX. AGREEMENT CONSTRUCTION

A. Agreement Amendments / Waiver.

1. Amendments. No change to any provision of this Agreement will be effective unless it is in writing and signed by the parties to this Agreement. However, the State may document non-material changes in writing and provide notice to the Grantee. Unless specifically provided otherwise in this Agreement or agreed to in writing by DCY, no terms or conditions included on a Grantee's quote or ordering document will be valid or enforceable against the State and are specifically excluded from this Agreement.
2. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this

Agreement. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

- B. **Assignment / Delegation.** The Grantee must not assign any of its rights nor delegate any of its duties under this Agreement without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- C. **Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Grantee.
- D. **Language Construction.** This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- E. **Days and Times.** When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise. When this Agreement refers to times, it means Columbus, Ohio local time.
- F. **Headings.** The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- G. **Injunctive Relief.** Nothing in this Agreement is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.
- H. **Notices.** For any notice under this Agreement to be effective, the notice must be made in writing and delivered to the appropriate contact provided in the Agreement.
- I. **Order of Priority.** Unless otherwise stated in this Agreement, the terms and conditions of this Agreement will take precedence over the attached exhibits or any other terms and conditions or documents referenced or incorporated by reference in this Agreement, including but not limited to the Funding Opportunity and the Provider's Proposal Application. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the Funding Opportunity and the Proposal Application, the Funding Opportunity will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of DCY.
- J. **Publicity.** The State may not endorse a product or service from a grantee without the State's prior written approval including use of state logos.
- K. **Severability.** If any provision of the Agreement or the application of any provision is held by a court to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- L. **Subcontracting.** The State recognizes that it may be necessary for the Grantee to use a subgrantee and/or subcontractor to perform a portion of the work under the Agreement. In those circumstances, the Grantee must submit a list identifying the Grantee's subgrantees and/or subcontractors. The Grantee may not enter into subcontracts related to the Agreement after award without written approval from the State. If any change occurs during the term of the Agreement, that requires a change to identified subgrantees and/or subcontractors, the Grantee must amend its list of subgrantees and/or subcontractors and request written approval from the State. The State reserves the right to reject any subgrantee and/or subcontractor submitted by the Grantee.

All subcontracts will be at the sole expense of the Grantee and the Grantee will be solely responsible for payment of its subgrantees and/or subcontractors. The Grantee assumes responsibility for all sub-

contracting and third-party manufacturer work performed or product delivered under the Agreement. All agreements with subgrantees and/or subcontractors must incorporate the applicable terms of this Agreement by reference and include the following provisions: (1) the subgrantees and/or subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subgrantee and/or subcontractor. The Grantee will be the sole point of contact for all contractual matters.

- M. **Survivorship.** All sections herein relating to payment, confidentiality, license and ownership, maintenance, publicity, representations and limitations on damages will survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations contained in this Agreement will survive the expiration or termination of this Agreement.
- N. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- O. **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, between Grantee and the State and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the State and Grantee.

#### **ARTICLE X. REGULATORY AGREEMENT REQUIREMENTS**

- A. **Antitrust.** The State and the Grantee recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Pursuant to Section 109.81 of the Ohio Revised Code, the Grantee therefore assigns to the State all state and federal antitrust claims and causes of action that the Grantee has or acquires relating to the goods and services acquired under this Agreement.
- B. **Appropriation of Funds.** The State's funds are contingent upon the availability of lawful appropriations. If the Ohio General Assembly or any third party providing funding fails at any time to continue funding for the payments or any other obligations due by the State under this Agreement, the State will be released from its obligations on the date funding expires. If appropriations are approved, the State may continue this Agreement past the current biennium by issuing written notice of continuation to the Grantee. Any obligations of the State are subject to Section 126.07 of the Ohio Revised Code.
- C. **Campaign Contributions.** Unless this Agreement was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Grantee hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
- D. **Compliance with Law.** The Grantee must comply throughout the duration of the Agreement with all applicable federal, state, and local laws and Executive Orders while performing under this Agreement.
- E. **Conflict of Interest/Ethics.** Grantee represents that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Grantee further represents that neither Grantee nor any of its employees will do any act that is inconsistent with such laws or is otherwise a conflict of interest.
- F. **Grantee's Representation Against an Unresolved Finding for Recovery.** Throughout the Agreement term, the Grantee represents that the Grantee is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the representation is false on the date the parties signed this

Agreement, the Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.

- G. **Debarment.** Throughout the Agreement term, the Grantee represents that neither it nor any of its subgrantees and/or subcontractors are debarred from consideration for contract awards by any governmental agency. If this representation is found to be false on the date the parties signed this Agreement, this Agreement is void *ab initio*, and the Grantee must immediately repay any funds paid under this Agreement.
- H. **Drug Free Workplace.** The Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace and must make a good faith effort to ensure that all Grantee employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way.
- I. **Prohibition of The Expenditure of Public Funds for Offshore Services.** No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available outside of the United States, unless DCY obtains a duly signed waiver from the State. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs or for data located outside of the United States for which a waiver was not received. The State does not waive any other rights and remedies provided to the State in this Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Grantee for purchases or investments in a Russian institution or company in violation of this paragraph. .

The Grantee must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Grantee understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Grantee changes the location(s) disclosed on the Affirmation and Disclosure Form, Grantee must complete and submit a revised Affirmation and Disclosure Form to DCY reflecting such changes. The applicable provisions of this section will expire if the applicable Executive Order is no longer effective.

- J. **Governing Law.** This Agreement is governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
- K. **Independent Contractor.** It is fully understood and agreed that Grantee, its employees and any subcontractors are considered independent contractors and are not agents, servants, or employees of the State. Grantee declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Grantee understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.
- L. **Registration with the Secretary Of State.** Grantee certifies that it is one of the following:

1. A domestic corporation that is properly registered with the Ohio Secretary of State; or

2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
3. Exempt from the registration requirements of the Ohio Secretary of State.

- M. **Taxes.** Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
- N. **Trade.** Pursuant to Section 9.76(B) of the Ohio Revised Code, Grantee represents that Grantee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement period.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States or transact business with any entity or individual subject to financial sanctions imposed by the United States. The Grantee certifies that it, its subgrantees and/or subcontractors, and any agent of the Grantee or its subgrantees and/or subcontractors, will acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those entities and individuals subject to sanctions can be found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. These sanctions generally preclude most transactions involving Cuba, Iran, and Sudan, and most imports from Burma or North Korea.

- O. **Use of MBE and Edge Vendors.** Section 125.081 of the Ohio Revised Code requires State agencies to set-aside purchases for Minority Business Enterprises (MBE) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (EDGE) businesses. Therefore, the State encourages the Grantee to purchase goods and services from Ohio certified MBE and EDGE vendors.
- P. **Legal Representation and Rights.** The Ohio Attorney General is the chief law officer for the State of Ohio, its agencies, boards and commissions, and only the Ohio Attorney General has the authority to appoint outside legal counsel to represent the State. Grantee agrees that any provisions in this Agreement or any documents incorporated by reference that provide or allow for outside legal representation to defend or settle claims on behalf of the State or provide for a third party to have sole control of a defense or settlement of a claim do not meet the requirements of state law and are considered stricken. Grantee also agrees that, unless specifically agreed to in writing by the State, any provisions that require or provide for a waiver of any legal rights, remedies, or litigation defenses (i.e., waiver of a jury trial) do not meet the requirements of state law and are considered stricken.
- Q. **Statute of Limitations.** Statutes of limitations generally do not apply to actions brought by the State and any such provisions in this Agreement or in any documents incorporated by reference are considered stricken.
- R. **Restrictions on Lobbying.** Grantee affirms that no federal funds paid to Grantee by DCY through this Agreement or any other agreement have been, or will be, used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any lobbying activity. Activity includes, but is not limited to serving on a committee with the responsibility over lobbying decisions designed to influence Congress or any State government, State legislature, or local legislature or legislative body. Grantee further affirms compliance with all federal lobbying restrictions, including 31 USC 1352 and with the Ohio executive agency lobbying restrictions contained in R.C. 121.60 through 121.69. If this Agreement exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), Grantee affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

- S. **Accessibility Requirements.** If applicable, the Grantee represents it will comply with federal and state disabilities laws and regulations and also represents that the Deliverables provided under this Agreement conform to the applicable accessibility requirements of WCAG 2.1 Level AA or the most current version (the "Accessibility Standards"), Section 508 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. The Grantee must promptly respond to and resolve any complaint regarding accessibility of its products and services.—Failure to comply with these requirements may constitute a material breach of this Agreement for which the State may terminate this Agreement.

## ARTICLE XI. PROGRAM RELATED TERMS AND CONDITIONS

### A. **Agreement Specific Data Security and Privacy Terms**

#### 1. **Grantee Access**

When the Grantee accesses State network systems and data, including remotely, the Grantee must maintain a robust security capability that incorporates generally recognized system hardening techniques. The Grantee must use appropriate measures to ensure that State Data is secure before transferring control of any systems or media on which State Data is stored. The method of securing the State Data must be in alignment with the required data classification. The Grantee may permit State Data to be loaded onto portable computing devices or portable storage components or media only if adequate security measures are in place to ensure the integrity and security of State Data. The transfer of any such system or media must be reasonably necessary for the performance of the Grantee's obligations under the Agreement. The Grantee shall use multifactor authentication to limit access to systems that contain Sensitive Data.

State Data must be encrypted when stored on any portable computing or storage device or media or when transmitted across any data network. The Grantee must also maintain an accurate inventory of all such devices and the individuals to whom they are assigned. The Grantee must have reporting requirements for lost or stolen portable computing devices authorized for use with State Data and must report any loss or theft of such devices to the State in writing.

#### 2. **HIPAA Compliance**

When the Grantee is handling State Data that includes health or medical data, the Grantee must comply with the data handling and privacy requirements of HIPAA and its associated regulations. Additionally, some or all of the State Data may be client identifying information covered by 42 C.F.R. Part 2. Grantee may only disclose such client identifying information back to the State and is bound in all respects by the regulations of 42 C.F.R. Part 2.

## ARTICLE XII. GLOSSARY

The following definitions are applicable to all components of the Agreement:

- A. **Acceptance:** Approval and retention by the DCY of any products, supplies, services or other Deliverables, delivered to fulfill Agreement requirements.
- B. **Agreement Data:** State Data that Grantee has access to, transmits, processes, possesses, creates or stores in providing services to the State.
- C. **Confidential Data:** Any type of data that is required to be protected by law or regulation, is intended for confidential use, and may not be copied or removed from the State's operational control without

authorized permission. Confidential Data includes data that, if compromised, may result in loss of life, serious injury, or other harm to an individual or group, or disruption to critical State operations.

Confidential Data includes, but is not limited to:

1. Personally Identifiable Information (PII);
2. Student information under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
3. Federal Tax Information (FTI) under IRS Publication 1075 - Tax Information Security Guidelines for federal, state, and local agencies;
4. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); United States Code 42 U.S.C. 1320d through 1320d-9 (HIPAA); and Code of Federal Regulations for Public Health and Public Welfare: 42 C.F.R. 431.300, 431.302, 431.305, 431.306, 435.945, 45 C.F.R. 164.502(e) and 164.504(e);
5. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy available at <https://le.fbi.gov/cjis-division/cjis-security-policy-resource-center>;
6. Payment Card Industry Data Security Standards (PCI DSS);
7. Social Security Administration (SSA) Data which is data received by the State from the Social Security Administration in accordance with the current Computer Matching and Privacy Protection Act between the State of Ohio and the Social Security Administration; and
8. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.

- D. **Default:** The omission or failure to perform any obligation under this Agreement.
- E. **Deliverable:** Any Grantee-provided products, supplies, services or work product described in the specifications of the Agreement.
- F. **State:** The State of Ohio.
- G. **State Data:** All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to, Confidential Data. All State Data is and will remain the property of the State and, unless specifically provided otherwise in the Agreement, Grantee acquires no right, title, or interest in or to State Data.
- H. **Personally Identifiable:** Defined in the Ohio Revised Code means information that can be used directly or in combination with other information to identify a particular individual. It includes:
1. A name, identifying number, symbol, or other identifier assigned to a person,
  2. Any information that describes anything about a person,
  3. Any information that indicates actions done by or to a person, and
  4. Any information that indicates that a person possesses certain personal characteristics.
- I. **Security Event:** Any observable occurrence that is relevant to information security within normal operational noise levels and below pre-defined incident thresholds that does not adversely impact or potentially impact Agreement Data or information systems.
- J. **Security Incident:** There is successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- K. State IT Security Policies and Standards: The policies and standards available at <https://das.ohio.gov/technology-and-strategy/information-security-privacy/information-security-governance>.

*Signature Page and Exhibits Follow:*

*Remainder of page intentionally left blank.*

***List of Exhibits:***

***Exhibit 1 – Notice of Award***

***Exhibit 2 – Grant Requirements***

***Exhibit 3 – Ashtabula JC SFY26-27.xlsx***

***Exhibit 4 – Affirmation and Disclosure Form***

***Exhibit 5 – JCRMS***

***Exhibit 6 - JCSSRM***

OHIO DEPARTMENT OF CHILDREN AND YOUTH  
GRANT AGREEMENT for  
Ashtabula County Juvenile Court

SIGNATURE PAGE

DCY-G-2627-0245

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF CHILDREN AND YOUTH.

Ashtabula County Juvenile Court

Ohio Department of Children and Youth

  
Authorized Signature

\_\_\_\_\_  
Kara B. Wente, Director

Albert S Campese  
Printed Name

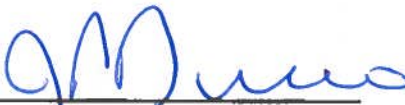
\_\_\_\_\_  
Date

10.29.2025  
Date

4717 Main Avenue  
Ashtabula, Ohio 44004

246 North High Street  
Columbus, Ohio 43215

Ashtabula County Board of Commissioners

  
Authorized Signature

J.P. Dulco IV  
Printed Name

11-13-25  
Date

25 West Jefferson Street  
Jefferson, Ohio 44047

**Exhibit 1 -  
Notice of Award**



**Recipient Information**

- 1. Recipient Name**  
Department of Children and Youth Services  
246 N HIGH ST FL 7  
  
COLUMBUS, OHIO 43215 2406
- 2. Congressional District of Recipient**  
\*See Remarks
- 3. Payment Account Number and Type**  
\*See Remarks
- 4. Employer Identification Number (EIN)**  
1352838319A1
- 5. Data Universal Numbering System (DUNS)**
- 6. Recipient's Unique Entity Identifier**  
CBD4TX1Y41D5
- 7. Project Director or Principal Investigator**  
Nicole Swain  
  
Nicole.swain@childrenandyouth.ohio.gov  
(614) 644-5042
- 8. Authorized Official**  
\*See Remarks

**Federal Award Information**


- 11. Award Number**  
2502OHFOST
- 12. Unique Federal Award Identification Number (FAIN)**  
2502OHFOST
- 13. Statutory Authority**  
Title IV-E of the Social Security Act
- 14. Federal Award Project Title**  
\*See Remarks
- 15. Catalog of Federal Domestic Assistance (CFDA) Number**  
93.658
- 16. CFDA Program Title**  
Foster Care Title IV-E
- 17. Award Action Type**  
Supplement
- 18. Is the Award R&D?**  
\*See Remarks

**Summary Federal Award Financial Information**

<b>19. Total Amount of Federal Funds Obligated by this Action</b>	\$68,193,729
<b>20. FAIN</b> 2502OHFOST	\$68,193,729
<b>21. Fiscal Quarter Start Date- 04-01-2025</b>	<b>End Date- 06-30-2025</b>

**Federal Agency Information**

- 9. Awarding Agency Contact Information**  
Sona Cook  
Grants Management Officer  
sona.cook@acf.hhs.gov  
214-767-2973
- 10. Program Official Contact Information**  
Joseph Bock  
Associate Commissioner  
TBD  
joe.bock@acf.hhs.gov  
202-205-8594

- 22. Authorized Treatment of Program Income**  
\*See Remarks
- 23. Grants Management Officer – Signature**  
  
Sona Cook  
Grants Management Officer

**Footnotes**



**Department of Health and Human Services**  
Administration for Children and Families

**Notice of Award**  
Award # 2502OHFOST  
FAIN# 2502OHFOST  
Federal Award Date: April 1, 2025

**Terms and Conditions**



**Department of Health and Human Services**  
Administration for Children and Families

**Notice of Award**  
Award # 2502OHFOST  
FAIN# 2502OHFOST  
Federal Award Date: April 1, 2025

**Title IV-E: Foster Care, Adoption, Guardianship**

By acceptance of awards for these programs, the recipient agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for these programs.

The administration of these programs is authorized under Part E (Sections 470 – 479B) of Title IV of the Social Security Act. These programs are codified at 42 U.S.C. §670 to 679c. The program-specific implementing regulations are located at 45 CFR 1355 and 1356. Additional program requirements include: an approved title IV-E plan, including all approved amendments or revisions, the provisions of the ACF Child Welfare Policy Manual, all other applicable Federal regulations, program policies and instructions.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR §75.101(e) Applicability and 45 CFR §1355.30(i), states operating these programs must comply with 45 CFR Part 75 with the exception of Subpart C (except for §75.202), 75.306, and 75.341. Tribal title IV-E agencies operating these programs must comply with Part 75, except for Subpart C (except for §75.202) and 75.341.

Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

These programs, per Section 474(a) and 479(B)(d) of the Act, utilize the state/tribal federal medical assistance percentage (FMAP) rate to determine the federal share of maintenance or other assistance payments. Expenditures in FMAP rate funded categories must be matched using funds appropriated by the state or tribal legislature specifically for use in these programs. The FMAP rate varies annually for each State and is published in the Federal Register. The FMAP rate for each Tribe can also vary annually and is published by HHS on the ACF website as follows: <https://www.acf.hhs.gov/cb/grant-funding/tribal-federal-medical-assistance-percentage-fmap>.

A 50 percent FFP rate is applicable for administrative costs and a 75 percent FFP rate for certain training costs. The Federal award provides funds for 50 and 75 percent of total costs for those cost categories, respectively.

State recipients are required to provide funding for the remaining 50 percent and 25 percent of total costs for these cost categories, respectively. The State share of funding will, generally, include funds appropriated by the State legislature specifically for use in these programs. Third party in-kind contributions may not be used as any part of the non-Federal share of program expenditures for this program. The State share of funding may also include: funds donated without any conditions or restrictions to the State title IV-E agency; funds transferred from another public agency to the State title IV-E agency; or expenditures made by another public agency within the State on behalf of the State title IV-E agency and must be certified as applicable to the program under the approved title IV-E State plan.

Tribal recipients, per 45 CFR §1356.68, are required to provide funding for the remaining 50 percent and 25 percent of total costs for these cost categories, respectively. The Tribe's share of funding will, generally, include funds identified specifically for use in these programs. Third party in-kind contributions may be used as any part of the non-Federal share of program expenditures for administrative and training costs under this program. The Tribe's share of funding may also include: funds donated without any conditions or restrictions to the Tribe title IV-E agency; funds transferred from another public agency to the Tribe title IV-E agency; or expenditures made by another public agency within the Tribe on behalf of the Tribe title IV-E agency and must be certified as applicable to the program under the approved title IV-E State plan.

The OMB standard Form SF-425 is not used for this program. The following form is used for financial reports: Form CB-496, Title IV-E Programs Quarterly Financial Report (Detailed instructions are contained in ACYF-CB-PI-21-08)

Part 1. Report the Total and Federal share of funds expended, and children assisted in the designated current quarter and an estimate of the funding required in the designated next quarter.

Part 2. Report prior quarter expenditure adjustments. Applies to the programs identified in this T&C.

Part 3. Report Demonstration Project and Post-Demonstration costs (used only by title IV-E agencies that were previously approved for a Demonstration Project.) Applies to the programs identified in this T&C.

Part 4. Report the methodology used to calculate adoption savings due to the application of differing title IV-E Adoption Assistance eligibility criteria for children designated as an "applicable child" under section 473(e) along with an accounting of the amount of and the expenditure of any such savings in the preceding federal fiscal year (FFY).



**Department of Health and Human Services**  
Administration for Children and Families

**Notice of Award**  
Award # 2502OHFOST  
FAIN# 2502OHFOST  
Federal Award Date: April 1, 2025

The submission schedule of these forms is both Quarterly and Annually. Each quarterly financial report must be submitted no later than 30 days following the end of each fiscal quarter (i.e., no later than January 30, April 30, July 30, and October 30). The Part 4 annual report must be submitted no later than 30 days following the end of the FFY (i.e., no later than October 30) (See 45 CFR §201.5 and 45 CFR §1355.30(n)(1).)

Federal funds awarded under this grant must be expended for the purposes which they were awarded and within the time period allotted.

These programs are subject to the Two-Year Claiming Time Limit requirement. In accordance with 45 CFR Part 95, Subpart A – Time Limits for States to File Claims, a State may file a claim for reimbursement only within two years after the calendar quarter in which the State made the expenditure. This time limit applies to the reporting of increasing adjustments but does not apply to the reporting of decreasing prior quarter adjustment claims. See 45 CFR §95.19 for a list of exceptions to this rule.

These programs are subject to the Public Assistance Cost Allocation Plan (PACAP) requirements. In accordance with 45 CFR Part 95, Subpart E – Cost Allocation Plans, a State must include all State agency costs (incurred by or allocable to the State agency) that are applicable to this program in their cost allocation plan and amendment submissions to the Director, Division of Cost Allocation (DCA), in the appropriate HHS Regional Office. In addition, per 45 CFR §95.517, a State may claim FFP for costs associated with a program only in accordance with an approved PACAP.

Tribal recipients, per PI-10-13 are required to claim administrative and training costs under these programs in accordance with an approved cost allocation methodology (CAM).

Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under these grants.

Tangible Property Report (SF 428s). The SF-428 Tangible Personal Property forms must be submitted as described in the General Terms and Conditions.

These program-specific Supplemental Terms and Conditions are effective on the date shown in the footer at the bottom of the page and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation or other requirement is enacted or whenever any of the applicable existing Federal statutes, regulations, policies, procedures, or restrictions is amended, revised, altered, or repealed.

## Remarks

\* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.

Access to your notices of award, at your convenience, is now available through GrantSolutions. You may view a recorded training or access quick training guides on the Grant Recipient Support and Reference page.

If you have any questions about accessing grant notices of award utilizing the Unified Experience, please contact the GrantSolutions Help Desk at [help@grantsolutions.gov](mailto:help@grantsolutions.gov).

For questions related to this award action, please contact the GMO for your state as follows:

George Barnwell at [George.Barnwell@acf.hhs.gov](mailto:George.Barnwell@acf.hhs.gov), for the following states:

AL, CT, DC, DE, FL, GA, IA, KS, KY, MA, MD, ME, MO, MS, NC, NE, NH, NJ, NY, PA, PR, RI, SC, TN, VA, VI, VT, WV

Margaret Harrell at [Margaret.Harrell@acf.hhs.gov](mailto:Margaret.Harrell@acf.hhs.gov), for the following states:

AK, AR, AS, AZ, CA, CO, GU, HI, ID, IL, IN, LA, MI, MN, MT, ND, NM, NV, OH, OK, OR, SD, TX, UT, WA, WI, WY



**Recipient Information**

- 1. Recipient Name**  
Department of Children and Youth Services  
246 N HIGH ST FL 7  
  
COLUMBUS, OHIO 43215 2406
- 2. Congressional District of Recipient**  
\*See Remarks
- 3. Payment Account Number and Type**  
\*See Remarks
- 4. Employer Identification Number (EIN)**  
1352838319A1
- 5. Data Universal Numbering System (DUNS)**
- 6. Recipient's Unique Entity Identifier**  
CBD4TX1Y41D5
- 7. Project Director or Principal Investigator**  
Nicole Swain  
  
Nicole.swain@childrenandyouth.ohio.gov  
(614) 644-5042
- 8. Authorized Official**  
\*See Remarks

**Federal Award Information**


- 11. Award Number**  
2502OHPSGP
- 12. Unique Federal Award Identification Number (FAIN)**  
2502OHPSGP
- 13. Statutory Authority**  
Section 471(e) and 474(a)(6) of the Social Security Act
- 14. Federal Award Project Title**  
\*See Remarks
- 15. Catalog of Federal Domestic Assistance (CFDA) Number**  
93.472
- 16. CFDA Program Title**  
Prevention Services
- 17. Award Action Type**  
Supplement
- 18. Is the Award R&D?**  
\*See Remarks

**Summary Federal Award Financial Information**

<b>19. Total Amount of Federal Funds Obligated by this Action</b>	\$757,286
<b>20. FAIN</b> 2502OHPSGP	\$757,286
<b>21. Fiscal Quarter Start Date- 07-01-2025-</b>	<b>End Date- 09-30-2025</b>

**Federal Agency Information**

- 9. Awarding Agency Contact Information**  
Sona Cook  
Grants Management Officer  
sona.cook@acf.hhs.gov  
214-767-2973
- 10. Program Official Contact Information**  
Joseph Bock  
Associate Commissioner  
TBD  
joe.bock@acf.hhs.gov  
202-205-8594

- 22. Authorized Treatment of Program Income**  
\*See Remarks
- 23. Grants Management Officer – Signature**  
  
Sona Cook  
Grants Management Officer

**Footnotes**



**Terms and Conditions**

By accepting this award, you agree to use these funds in accordance with the provisions of the approved plan for this program, to abide by all applicable Federal laws, regulations and policies, financial reporting requirements, and other terms and conditions governing this program and the use of Federal funds. You also agree to diligently meet the requirement to properly identify, monitor and treat sub recipients of Federal funds as described in the program terms and conditions. Any expenditure made in violation of Federal requirements is subject to disallowance by this agency, including the imposition of interest charges under 45 CFR 30.13 and 30.14. "Computation of Grant Award" explains the calculation of the award amount.

A copy of the General Terms and Conditions governing mandatory grant programs and additional program-specific requirements for this program are available at <https://www.acf.hhs.gov/grants/terms-and-conditions>.

In addition, you agree to comply with the provisions of the Cash Management Improvement Act (31 CFR Part 205) that limit the amount and timing of requests to draw Federal funds to only the amount necessary to meet actual and immediate program needs. Funds included in this award may not be drawn down prior to the first day of the fiscal quarter indicated above; withdrawals may not exceed the total amount authorized in this and previous awards and unused award authority may be carried forward and used in subsequent quarters. Failure to adhere to funds withdrawal and reporting requirements may result in the unobligated portion of your letter-of-credit being revoked.

Grant funds are made available through the HHS Payment Management System (PMS). Questions concerning payments should be directed to: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852 (<http://www.dpm.psc.gov>) or to the PMS Help Desk at (877) 614-5533. Other questions should be directed to the Regional Grants Officer, Administration for Children and Families

**Remarks**

\* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.

Access to your notices of award, at your convenience, is now available through GrantSolutions. You may view a recorded training or access quick training guides on the Grant Recipient Support and Reference page.

If you have any questions about accessing grant notices of award utilizing the Unified Experience, please contact the GrantSolutions Help Desk at [help@grantsolutions.gov](mailto:help@grantsolutions.gov).

**Exhibit 2 -  
Grant Requirements**

## **Grant Requirements**

1. As a unit of government with responsibility for the placement and foster care of children, Grantee must exercise the authority granted under Ohio Revised Code (ORC) Chapters 2151 and 5139 to implement judicial determinations, as necessary, and to perform any other duties that may be required of it under Title IV-E of the Social Security Act.
2. Grantee must 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
3. Grantee must journalize 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, as described in ORC Section 2151.419. In making a determination of feasibility in matters involving a disposition of delinquency or unruliness, Grantee hereby expressly acknowledges that any decision to pursue any such reasonable efforts must, of necessity, be solely governed by Grantee'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.
4. Grantee must enter applicable child welfare information required in Ohio Administrative Code (OAC) Rule 5101:2-33-70 and/or federal or state regulations, or rule directly into the Ohio Comprehensive Child Welfare Information System (Ohio CCWIS).
5. Grantee must comply with all applicable federal laws and regulations and state laws and rules relevant to the Title IV-E program during the period of time in which Grantee has legal custody and or responsibility for care and placement of any child. Applicable state laws and rules include but are not limited to:
  - a. Substitute Care: OAC 5180:2-42;
  - b. Supportive Services: OAC 5180:2-40;
  - c. Indian Child Welfare: OAC 5180:2-53;
  - d. Interstate Placement: OAC 5180:2-52;
  - e. Case Plan: OAC 5180:2-38;
  - f. Case Review: OAC 5180:2-38; and
  - g. Family First Prevention Services: OAC 5180:2-45 (optional services).

**Exhibit 3 -  
Ashtabula JC SFY26-27.xlsx**

**BUDGET CATEGORIES**

Applicable to both State fiscal years 2008 and 2007

	Line 1-Care Planning and Management	Line 2-Placement Activity	Line 3-Eligibility Determination	Line 4-Other Line	Line 6-Child Welfare Training	Line 6-See Trafficking	Line 7-Independent Legal Representation for In Placement/CC	Line 8-Independent Legal Representation for Candidates for Foster Care	Line 9-Prevention Services-Prevention-Well Supported Practices	Line 10-Prevention Services-Support Practices	Line 11-Prevention Services-Preventing Practices	Line 12-Prevention Services-Administration Costs Prevention Planning and Agency Management	Line 13-Prevention Services-Prevention Providers	Total
Personnel	\$148,750.00	\$112,200.00	\$4,250.00	\$5,100.00	\$4,250.00	\$4,250.00	\$5,100.00	\$6,300.00	\$1,700.00	\$450.00	\$250.00	\$650.00	\$650.00	\$297,500.00
Fringe	\$17,500.00	\$13,200.00	\$500.00	\$800.00	\$300.00	\$300.00	\$600.00	\$1,000.00	\$200.00	\$100.00	\$100.00	\$150.00	\$100.00	\$35,000.00
Supplies	\$5,250.00	\$3,980.00	\$150.00	\$189.00	\$150.00	\$150.00	\$189.00	\$300.00	\$60.00	\$30.00	\$30.00	\$30.00	\$30.00	\$10,500.00
Travel	\$3,500.00	\$2,640.00	\$100.00	\$120.00	\$100.00	\$100.00	\$120.00	\$200.00	\$40.00	\$20.00	\$20.00	\$20.00	\$20.00	\$7,000.00
<b>Total Charges</b>	<b>\$175,000.00</b>	<b>\$137,020.00</b>	<b>\$5,000.00</b>	<b>\$6,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$8,000.00</b>	<b>\$10,000.00</b>	<b>\$2,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$350,000.00</b>

**Exhibit 4 -  
Affirmation and Disclosure Form**

**AFFIRMATION AND DISCLOSURE FORM**

---

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide the name(s) and location(s) where all services under this Contract will be performed and where State data will be located in the spaces provided below or by attachment. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

Contractor Name: Ashtabula County Juvenile Court Contract Number: \_\_\_\_\_

1. Principal business location of Contractor:

4717 Main Avenue

(Address)

Ashtabula, OH 44004

(City, State, Zip)

Name(s)/Principal business location(s) of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location(s) where services will be performed by Contractor:

4717 Main Avenue

(Address)

Ashtabula, OH 44004

(City, State, Zip)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name(s)/Location(s) where services will be performed by subcontractor(s):

n/a  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location(s) where any State data associated with any of the services Contractor is providing, or seeks to provide, will be accessed, tested, maintained, backed-up, or stored:

4717 Main Avenue  
(Address)

Ashtabula, OH 44004  
(City, State, Zip)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name(s)/Location(s) where any State data associated with any of the services any subcontractor is providing, or seeks to provide, will be accessed, tested, maintained, backed-up, or stored:

n/a  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees to notify the State immediately of any such change or shift in location of its services. The State has the right to terminate the contract if any services are performed or State data is located outside of the United States unless a duty signed waiver from the State has been attained.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any contract that Contractor may enter into with the State and is incorporated therein.

By: Albert S. Campese  
Authorized Contractor Signature

Print Name: Albert S. Campese

Title: Judge

Date: 05/22/2025

**Exhibit 5 -  
JCRMS**

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

- (A) 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

- (B) Grantee employees engaged in directly related program functions must participate in the RMS time studies and cannot participate in more than one type of time study, per Ohio Administrative Code Rule 5101:9-7-20.
- (C) If Grantee desires to claim administrative and training costs for activities performed by its own staff, Grantee agrees to do so solely on behalf of staff that perform the Title IV-E activities. The JCRMS is designed to identify the Grantee staff activities directly related to Grant activities.
- (D) Grantee 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 random moment coordinator must:
- (1) Act as the liaison for communications with the DCY JCRMS time study administrator;
  - (2) Act as the liaison for communications with DCY staff;
  - (3) Provide quarterly updates to the DCY JCRMS time study administrator regarding new appointments, terminations, transfers, staff assignments, county holidays or other information likely to affect RMS operations; and
  - (4) Ensure the 10 percent quality assurance process is being properly administered.
- (E) The Juvenile Court Random Moment Sample Form DCY 01794 and instructions Form DCY 01794-I can be found at [www.odifs.state.oh.us/forms/inter.asp](http://www.odifs.state.oh.us/forms/inter.asp).

**Exhibit 6 -  
JCSSRM**

## **Juvenile Court Social Services Random Moment Cost Allocation Methodology Quarterly Billing**

### **ALLOWABLE COSTS**

- (A) **Direct administrative costs** are costs for staff, and employees who perform direct case services related to the award, and who participate in the Juvenile Court Random Moment Sample (JCRMS). Occupancy rental and utility costs for the housing of such staff may only be claimed for reimbursement if such staff are housed in quarters that are not owned by the county and for which the Grantee 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.
- (B) **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 must 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:
- (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.

- (C) **Purchased administrative costs** are the payments made under contracts or governmental agreements directly related to the performance of activities required by this Agreement. Such costs would include professional fees paid for case management activities and home studies, payments made to the county public children services agency (PCSA) for eligibility determinations or claims processing activities performed by that agency, and fees paid to outside vendors to operate the JCRMS if the Grantee chooses not to conduct the time study using its own staff.
- (D) **Shared administrative costs** are to be proportionately allocated to both allowable and unallowable costs centers. Grantee must determine an appropriate allocation methodology to be used if the allocation methodology is reasonable, consistently applied, and fairly distributes shared costs to both allowable and unallowable cost 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 JCRMS form DCY 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.

#### **UNALLOWABLE COSTS**

- (E) **Unallowable Costs** not to be reported on the JCRMS Form DCY 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 Grantee exercising its authority as a judicial body specifically including costs incurred to:
    - i. Docket cases.
    - ii. Conduct hearings.
    - iii. Maintain the court journal.
    - iv. Personnel costs for magistrates, clerks, and bailiffs.
    - v. Provide notice to compel the presence of parties to appear before the court.
    - vi. Operate and maintain a law library; and
    - vii. Subscribe to a legal reference service.

- (5) Fees paid for services provided to children who are in the legal custody of the Grantee, 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 Grantee has determined and documented that such children are at imminent risk of removal into placement and for whom the Grantee has initiated a program of reasonable efforts to prevent that removal.
- (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 GAL or CASA trainees.

(F) **Beginning October 1, 2025:**

The Title IV-E foster care eligibility rate (sometimes called the participation, penetration or discount rate) will no longer be determined based on the total number of placement days experienced by title IV-E eligible children in foster care housed in licensed settings (the numerator) divided by the total number of placement days for all children who are in foster care (the denominator).

The eligibility rate will be determined based on the total number of title IV-E eligible children in foster care in Grantee's / DYS's care and placement responsibility (the numerator) divided by the total number of children who are in foster care, including those that are title IV-E eligible and those that are not or have not yet been determined title IV-E eligible in Grantee's / DYS's care and placement responsibility (the denominator).

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.

Definition of foster care per 45 CFR Section 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.

- (H) The Social Services Random Moment Cost Allocation Quarterly Billing Form DCY 01797 and instruction Form DCY 01797-I can be found at [www.odjfs.state.oh.us/forms/inter.asp](http://www.odjfs.state.oh.us/forms/inter.asp).