

GRANT AGREEMENT

Fiscal Year 2016

This Grant Agreement (the "Agreement") is entered into by and between _____ on behalf of _____ County (hereinafter "Grantee"), and the Ohio Department of Developmental Disabilities (hereinafter "Department"), collectively referred to as the "parties."

WHEREAS, the DEPARTMENT desires to provide funding to counties via their Administrative Agents of the State Fiscal Year 2017 Help Me Grow Early Intervention: Evaluation and Assessment and Service Coordination grant for information regarding Early Intervention service provision ("the Project");

WHEREAS, the GRANTEE will complete a questionnaire for the Department on the challenges to accessing Early Intervention services and provide other data as requested; and

NOW THEREFORE, the parties agree as follows:

Section 1 - Grant of Funds

1.1 Deliverables. The grantee agrees to engage in the following activities and provide the following deliverables for the Department:

- (a) A complete Early Intervention Services Questionnaire (Exhibit A).

1.2 Grant Amount. See Addendum B (List of Grant Award Amounts by County).

1.3 Use of Funds. Grantee shall be responsible for performing the responsibilities outlined in this Agreement and Grantee shall use the Grant funds only for obligations incurred in the performance of the Project as described in this Agreement.

1.4 Invoicing. Department shall reimburse approved expenditures incurred and/or paid by Grantee during the billing period pursuant to the performance of the Project and consistent with this Section. The invoice shall be prepared and submitted using the Department's invoice template (Exhibit B). Invoices must have a completed questionnaire (Exhibit A) attached to prompt payment. To receive payment prior to July 1, 2016, invoices and completed questionnaires must be submitted no later than May 27, 2016. All other invoices must be submitted no later than August 1, 2016.

1.5 Payment of Funds. The Department agrees to pay Grantee within thirty (30) days of receipt and approval of a proper invoice. If Grantee fails to perform or otherwise comply with any term or condition of this Agreement, the Department may require Grantee to repay to the Department any or all of the Grant Funds disbursed to the Grantee. The decision to recapture Grant Funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and audit of the Project.

The DODD Program Contact, Kim Hauck, will verify the completion of the Grantee's questionnaire. Should the DODD Program Contact change, DODD will notify the Grantee via email.

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

1.7 Subrecipients. With Department's prior written approval, Grantee may subcontract and/or subgrant portions of the work or activities constituting the Project. All subcontracts and subgrants shall be made subject in all respects to the terms and conditions of this Agreement and the Grantee shall cause the terms of this Agreement to be incorporated

by reference into all subcontracts. However, in any event, Grantee shall be solely responsible for the performance of work and activities set forth herein.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from April 1, 2016 through June 30, 2016 unless terminated prior thereto pursuant to this Section. Services shall not begin until the signatures of all parties are completed and Grantee receives an OBM approved Purchase Order.

Grantee expressly understands that the Department will not compensate Grantee for services performed before the signatures of all parties are completed and an OBM approved Purchase Order has been received, nor for work performed after the ending date specified above. The Grantee must submit final invoices for payment no later than thirty (30) days after the ending date of this Agreement.

2.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant Funds. Grantee, upon receiving notice of termination, will:

- (a) Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts and subgrants related to terminated Grant activities; and
- (b) Prepare and furnish a report to the Department within sixty (60) days after the termination that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities.

Section 3 – Reporting Requirements

3.1 Reports. There are no reports associated with this grant agreement.

3.2 Maintenance of Records. 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 for a minimum of six (6) years after Grantee receives last payment pursuant to this Agreement. If an audit or litigation is initiated during this time period, Grantee will retain records until the action is concluded and all issues are resolved, or until the end of the six-year period, whichever is later.

3.3 Accounting. Grant Funds shall be recorded separately in the books and records of Grantee. Grantee shall keep its books in a manner consistent with generally accepted accounting principles. All disbursements from the Grant Accounts shall comply with the requirements of this Agreement.

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

Section 4 – Intellectual Property and Publicity

4.1 Intellectual Property Rights and Title. Any right, title, and interest in any Intellectual Property arising from or attributed to any of the work product undertaken by Grantee as part of the Project shall belong to the Department. Grantee shall assert no claim of ownership or license in any of the Intellectual Property.

4.2 Publicity. All written materials, including reports, papers, published articles, promotional pieces, press releases, and other materials referencing this Project and its work shall acknowledge the Department's participation in the Project by name as "The Ohio Department of Developmental Disabilities."

Section 5 –Grantee represents and warrants the following:

5.1 Compliance with Federal, State, and Local Laws. Grantee shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder.

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

5.3 Equal Employment. Pursuant to Ohio Revised Code Section 125.111, the Grantee and any subrecipient, and any person acting on its behalf, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, sexual orientation, veteran status or ancestry against any person qualified and available to perform the work under this Agreement.

5.4 Ethics Laws. The Grantee, and any subrecipient, is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided in Chapter 102 of the Ohio Revised Code and Executive Order 2011-03K.

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

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

5.7 HIPAA. The Grantee IS or IS NOT a "business associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 CFR160.03. If the parties are business associates then the parties shall comply with their Business Associate agreement.

5.8 Health Care Laws. Neither the Grantee nor its employees are excluded from participation under any federal health care programs. Grantee shall notify Department of any exclusions or other adverse action within five (5) business days of learning of such exclusion or adverse action.

5.9 Location of Services Performed. Grantee shall comply with Executive Order 2011-12K and will perform no services required under this Agreement outside of the United States. No services shall be changed or shifted to a location(s) that is outside of the United States. The Department is not obligated and shall not pay for any services provided under this Agreement that are performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement and the Grantee shall immediately return to the Department all funds paid for those services. In addition, if the Grantee or any of its subrecipients perform any such services outside of the United States, the Department may, at any time after the breach, terminate this Agreement upon written notice to the Grantee. The Department may purchase substitute services from a third party, and the Department may recover the additional costs associated with acquiring the substitute services.

The Grantee affirms, understands, and agrees to immediately notify the Department of any change or shift in the location(s) of services performed by the Grantee or its subrecipients under this Agreement.

Section 6 – General Provisions

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

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

6.3 State Laws. This agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

Section 7 – Notice

7.1 All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon mailing and shall be sent to the addresses set forth below. The notice contact for the grantee for the purposes of this agreement shall be the same as the notice contact listed in the Intent to Apply associated with this grant’s request for proposal:

Kim Hauck	Tiffany Harlan
DODD	DODD
Program Contact	Business Contact
30 E. Broad St., 12 th Fl.	30 E. Broad St., 8 th Fl.
Columbus, Ohio 43215	Columbus, Ohio 43215
Kimberly.Hauck@dodd.ohio.gov	Tiffany.Harlan@dodd.ohio.gov

Section 8 – Incorporation of Ancillary Documents

8.1 Grant Exhibits.

The following documents are attached to the Agreement and are incorporated into it by reference.

Exhibit A	Questionnaire
Exhibit B	Invoice Template
Addendum A	Offshore Affirmation Form
Addendum B	List of Grant Award Amounts by County

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

John L. Martin
Ohio Department of Developmental Disabilities
Director

Name: _____
Grantee: _____
Title: _____

By: _____

By: _____

Date: _____

Date: _____

Teresa Kobelt
Ohio Department of Developmental Disabilities
Deputy Director

By: _____

Date: _____