

EARLY INTERVENTION SERVICE COORDINATION GRANT AGREEMENT

July 1, 2018 – June 30, 2019

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

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

WHEREAS, the Department seeks to provide state general revenue funds and federal grant dollars made available through Part C of IDEA (CFDA 84.181) (“the Grant”) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, U.S. Department of Education (USDOE) in order to support service coordination services as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, and costs that support the provision of these mandated activities;

NOW THEREFORE, the parties agree as follows:

Section 1 - Grant of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR §303.501 (Use of Funds) to provide service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, and other costs related to providing these mandated activities. Grantee shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance (2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter 34) and Exhibit A (Allowable Costs & EIGS) of this Agreement.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis, such that a county’s allocation is based on the following weightings: 70% (children served during 2016), 20% (initial ever referrals in 2016 for children that did result in a need for services), 10% (initial ever referrals in 2016 for children that did not result in a need for services). Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.331(a) are provided in Addendum A (Award Information and Allocation Table). In the event that the federal award is not available prior to the execution of this Agreement, DODD shall update Addendum A and disseminate the information via email to the Grantee Fiscal Contact as provided for in Addendum B (Administrative Agent Fiscal Contact Information).

1.3 Early Intervention Grant System (EIGS) Budget & Expense Report Requirements. Grantee shall prepare and submit a budget in EIGS to support the activities provided for in Section 1.1 of this Agreement. Budgets must be approved by the Department prior to the release of grant funds. Grantee shall submit expense reports to the Department via EIGS by the twenty-fourth (24th) day of the month. Grantee shall submit an expense report at least once every three months and may submit an expense report each month. Grantee shall only request payment for incurred or paid expenses.

1.4 Payment of Funds. Grantee may request Grant funds for incurred or paid expenses via expense reports submitted in EIGS. The Department agrees to pay Grantee within thirty (30) days of receipt and approval of all grantee expense reports. Grantee agrees that lack of timely submission of expense reports or other documents requested by the Department may result in reduced, forfeited, or delayed payment. Payments shall not exceed the Grantee allocation.

It is the responsibility of the Grantee to maintain their State of Ohio Supplier ID in order to receive payment. The Grantee shall work directly with the Ohio Office of Shared Services to update address and payment information as needed using <http://www.supplier.obm.ohio.gov/> and shall promptly notify the Office of Grants Management contact included in Section 6.1 of this Agreement upon any change.

1.5 Allowable & Unallowable Costs. Grantee shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter 34, to determine allowable and unallowable costs. Any Grantee requesting Grant funds for indirect costs shall do so in accordance with 2 CFR §200.414. In order to charge indirect costs to the grant, Grantee must attach a copy of the federally approved indirect rate or a modified total direct cost worksheet in EIGS.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR §200.474 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state and local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<http://obm.ohio.gov/TravelRule/>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

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

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

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

1.6 Security Status for EIGS and EIDS. Grantee shall request at least one, but no more than four, active users in the Early Intervention Grants System (EIGS). Grantee shall request security for and maintain the role of "County Certification" (for the individual authorized to both prepare and submit the budget and expense reports in EIGS) and may request and maintain the role of "County Data Entry" (for the individual assigned only to prepare the budget and expense reports in EIGS) to assure that budgets and expense reports are submitted in accordance with Section 1.3 of the Agreement and Exhibit A.

Grantee shall request at least one, but no more than four, active system administrators for the Early Intervention Data System (EIDS). Grantee will complete and maintain an EIDS user agreement prior to granting access to users EIDS. Grantee agrees to input all required data in EIDS the within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit E of this agreement.

1.7 Federal Funds Requirements. The parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by completing Addendum C to this Agreement. Grantee shall provide a DUNS (Data

Universal Numbering System) Number and maintain an active registration with the SAM (System for Award Management). Grantee understands that failure to maintain a DUNS Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement.

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

1.9 Subcontracts. Grantee may enter into subcontracts in order to provide the activities outlined in Section 1.1 of this Agreement. All subcontracts 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 and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter 34. A fully executed subcontract shall be attached in EIGS as support documentation when requesting payment for a contract's expenses for the first time.

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

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2018 through June 30, 2019 and provides for a 90-day close out period through September 30, 2019, unless terminated prior thereto pursuant to this Section. August 24, 2019 is the final day to request funds for this Grant in EIGS. Grantee expressly understands that the Department will not compensate Grantee for work performed after June 30, 2019.

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 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.

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

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

2.4 Change in FCFC Administrative Agency. In the event that the FCFC administrative agency changes during the grant period, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of administrative agent to the FCFC have been transferred. An Agreement will be issued to the new administrative agency for the remaining grant period.

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

- (a) To formalize this arrangement, the administrative agencies for participating counties shall enter into an agreement to combine their allocations and identify the administrative agency (and the county it serves) that will become the recipient and the responsible party of those funds. Annually, the Department shall provide a deadline for counties to inform the state Family and Children First Director so that the allocations resulting

from the multi-county agreements are properly loaded into EIGS. The administrative agency identified as the responsible party for the funds shall be the only entity within the multi-county agreement that is required to sign a grant agreement and submit a budget & expense reports in EIGS. A copy of the fully executed multi-county agreement shall be submitted in accordance with Section 3.1 of this Agreement.

- (b) Counties choosing to participate in a multi-county collaboration shall maintain the arrangement for the term of the agreement as outlined in Section 2.1. All multi-county agreements shall incorporate the requirements of this Section.

Section 3 – Documentation Requirements

3.1 Grant Agreement Documents. The following documents shall be returned to the Department via email to EIGS@dodd.ohio.gov. Emails must be sent with the following in the subject line: “County Name_ Administrative Agency Name_ Service Coordination Grant_July 2018”. Documents attached to the email must be clearly labeled.

- 1) A signed Agreement.
- 2) A completed Administrative Agent Fiscal Contact Form (Addendum B).
- 3) A completed Federal Funding Accountability and Transparency Act (FFATA) Form (Addendum C).
- 4) If combining allocation via a multi-county agreement, a copy of the agreement between the collaborating counties.

The following documents shall be submitted to the Department via attachment in EIGS when submitting the budget.

- 1) If Grant funds will be used for indirect costs, a copy of the Grantee’s federally approved indirect rate or a modified total direct cost worksheet (Exhibit B).
- 2) Program Narrative/Budget Summary. Directions for completing this document are included in the Program Narrative/Budget Summary Instructions (Exhibit C).

3.3 Documentation & Monitoring. Grantee agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter 34 and service coordination activities under 34 CFR 303. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in EIGS. Grantee agrees to make these materials available to the Department in a timely manner and cooperate with any Department requests for information or onsite activities. Grantee agrees to implement the Department’s grantee-specific technical assistance plan (including completion of any training requirements part of the technical assistance plan).

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

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

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the 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 Grant.

3.7 Commingling. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds.

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

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

The Department may distribute disbursement information biannually to the Grantee (after the close of the calendar and state fiscal years) identifying the grant program as Early Intervention Service Coordination (EISC), the Catalog of Federal Domestic Assistance (CFDA) number, the pass through entity (DODD) and the federal award identification number (FAIN), in order to assist the Grantee in completing the SEFA in accordance with 2 CFR 200.510(b).

If the Grantee is not able to view the payment messages for EFT deposits, the Grantee shall use the following resources available with the Ohio Office of Shared Services:

Look up EFT information on this site: <http://remitlookup.obm.ohio.gov/>

Directions for using the site:

<http://www.obm.ohio.gov/StateAccounting/doc/paymentissuance/LookUpRemittanceAdvice.pdf>

Questions about how to use the site should be directed to the Office of Shared Services by emailing ohiosharedservices@ohio.gov. If additional information about these resources or a direct deposit is needed, call OSS at 1-877-644-6771.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR §200.331 and 34 CFR §303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Grantee shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR 303.1-303.734 and ORC 5123.02, 5123.024, and 5123.0421. Failure of the Grantee to comply with requests for documentation and reports, inquiries, or respond to other forms of communication may result in reduced, forfeited, or delayed payments.

Section 4 –Grantee represents and warrants the following:

4.1 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. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 3701-8-3, OAC 3701-8-07, OAC 3701-8-07.1 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in Subtitle B, Chapter 34. Grantee shall participate in training and technical assistance plans developed with DODD program consultant. In the event that monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Department may deny budgets and/or expense reports in EIGS until the finding is sufficiently addressed. The Department may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The parties shall make a good faith effort to ensure that 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.

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

4.4 Ethics Laws. The Grantee, and any subcontractor, 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.

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

4.6 Findings for Recovery. The Grantee, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement. Grantee shall not enter into an agreement with any subcontractor listed as suspended or debarred on the Excluded Parties List System.

4.7 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 within five (5) business days of learning of each exclusion.

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

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

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

Section 5 – General Provisions

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

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

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio.

Section 6 – Notice

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

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

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

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

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

- Addendum A: Award Information and Allocation Table
- Addendum B: Administrative Agent Fiscal Contact Information
- Addendum C: Federal Funding Accountability and Transparency Act (FFATA) Information
- Exhibit A: Allowable Costs & EIGS
- Exhibit B: Modified Total Direct Cost Worksheet
- Exhibit C: Program Narrative/Budget Summary Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: Early Intervention Data System (EIDS)

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

Name (Printed) _____

Administrative Agency Name _____

Title _____

Signature _____

Date _____

Kimberly Hauck
Ohio Department of Developmental Disabilities
Deputy Director

By: _____

Date: _____