

**EARLY INTERVENTION  
SERVICE COORDINATION GRANT AGREEMENT**

**July 1, 2023 – June 30, 2024**

This agreement (the “Agreement”) is entered into by and between the county Family and Children First Council (FCFC) designated agency for Early Intervention (hereinafter “Subrecipient”) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “Parties.”

**WHEREAS**, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention 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 subaward federal grant dollars, as defined by 2 CFR 200.1, made available through Part C of IDEA (Assistance Listing Number 84.181A) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to support service coordination services, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, costs that support the provision of these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302, (“the Grant”);

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

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

**NOW THEREFORE**, the Parties agree as follows:

**Section 1 – Awarding of Funds**

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement. Subrecipient expressly agrees that Grant funds may not be used for:

- Religious worship, instruction, or proselytization.
- Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county’s allocation for service coordination, evaluation, and assessment is based on the following: 70% (children served during 2022), 20% (initial ever referrals in 2022 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 20212 for children that did not result in the completion of the eligibility and assessment process). County allocations for children with elevated blood lead levels are based on the prevalence of children reported to the Ohio Department of Health with a blood lead level of at least five micrograms per deciliter in 2021. Child find outreach funding allocations are based on 2022 Early Intervention referral data. Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). If the federal notice of award is not available prior to the posting of this Agreement on OhioEarlyIntervention.org, DODD shall update Addendum A and disseminate the information via email to the

designated agency for early intervention Fiscal Contact as provided for in this Agreement and Addendum B (EI Service Coordination Contact Sheet).

In addition to grant funds allocated using the formula described in this section, the Department reserves the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement in order to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum E). Addendum E identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional requirements related to the supplemental funds. Should funding be reduced under section 1.8 of this agreement, Subrecipient shall use this form to identify revised budget category amounts in GMS. Subrecipients shall budget and report spending of supplemental funds in DODD's Grant Management System (GMS) in accordance with section 1.3 and 1.4 of this Agreement.

1.3 Grant Management System (GMS) Budget & Expense Report Requirements. Subrecipient shall prepare and submit a budget in GMS 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. Subrecipient shall only request payment for incurred or paid expenses. The subrecipient shall submit an expense report for the Grant at least once every three months.

1.4 Payment of Funds. Subrecipient shall request Grant funds for incurred or paid expenses by submitting expense reports in GMS. If the Department rejects the expense report, the subrecipient may correct and resubmit the expense report immediately. If the Department approves the expense report, the subrecipient may not submit another expense report for 25 days past the submission date of the most recently approved invoice. The Department agrees to pay Subrecipient within thirty (30) days of receipt for expense reports approved by the Department. Subrecipient agrees that failure to submit expense reports or other documents required by this Agreement or requested by the Department in the timeframe required may result in reduced, forfeited, or delayed payment. The Department may also delay or deny payment of funds due to a failure to implement the programmatic requirements of this agreement. Payments shall not exceed the Subrecipient budget amount.

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

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

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

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

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from ODE by June 1, 2024. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2024. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

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

Direct Costs. Direct costs for performing the objectives of this Grant shall be charged in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs meet the purpose of this grant as outlined in the grant agreement and:

- Are given consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally financed program in either the current or a prior period.
- Are adequately documented.
- Are reasonable.
- May be allocable. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the DODD Fixed Asset Schedule (Exhibit C), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” 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.

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

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

1.6 Security Status for GMS and EIDS. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the GMS User Guide (Exhibit E) for directions requesting access to GMS, assigning and managing user roles. Additional resources related to reviewing and managing the grant budget, submitting expense reports, and uploading support documentation will be provided to the Subrecipient notice contact in Section 6.1 and/or made available on DODD’s website.

Subrecipient shall ensure that the Early Intervention contract manager has an active system administrator account for the Early Intervention Data System (EIDS). Subrecipient agrees to input all required data in the EIDS within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit F (EIDS) 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 entering required information in GMS. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management).

Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the “allow the selected record to be a public display record” feature in SAM. The Department will reference available UEI numbers for state fiscal year 2023 designated agencies for early intervention to validate SAM registrations for state fiscal year 2024. If the UEI or the designated agency for early intervention has changed since state fiscal year 2023, Subrecipient shall provide the Department with the UEI by emailing [EI.Grants@dodd.ohio.gov](mailto:EI.Grants@dodd.ohio.gov).

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire. The Subrecipient shall hold DODD harmless for any reduction or elimination of Federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the Subrecipient shall immediately cease further expenditures under any Federal or state project.

1.9 Procurement & Subcontracts. Subrecipient must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.318- 200.320. The Subrecipient will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Subrecipient may enter into subcontracts to provide the activities for this Grant but is prohibited from subgranting any portion of this award. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed subcontract shall be uploaded to the contract section of the expense report in GMS as support documentation when requesting payment for a contract’s expenses for the first time.

Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

1.10 Contract Manager Training Requirements. Subrecipient agrees to comply with the Early Intervention contract manager training requirements described in Addendum D.

## **Section 2 – Term and Termination**

2.1 Term. This Agreement will be in effect from July 1, 2023 through June 30, 2024 and provides for a close out period through September 30, 2024, unless terminated prior thereto pursuant to this Section. August 30, 2024 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after June 30, 2024. Failure to submit expense reports, support documentation, programmatic reports, or other documents required by this Agreement or requested by DODD by the due dates outlined in this Agreement may result in reduced, forfeited, or delayed payment.

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

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

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

2.4 Change in Family and Children First Council's Designated Agency for Early Intervention. In the event the family and children first council's (FCFC) designated agency for early intervention changes during the term of this Agreement, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of the FCFC's designated agency for early intervention have been transferred. An Agreement will be issued to the new designated agency for the remaining grant period. FCFC council shall notify the Department within ten (10) days of a proposed change in agency.

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

- a. Annually, the Department shall provide a deadline for counties to inform the state Family and Children First Council Director of the intent to enter a multi-county collaboration. By the deadline established, counties intending to participate in a multi-county collaboration shall send an email notification to the state Family and Children First Director. The email shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocations, and the FCFC designated agency for early intervention for the lead county will act as Subrecipient for the aggregated funds. The Department shall load budgets in GMS accordingly.
- b. For counties participating in multi-county collaborations, the Department shall only enter into an Agreement with the FCFC designated agency for early intervention agency acting as Subrecipient for the aggregated funds.
- c. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC designated agency for early intervention agency for the lead county that will act as Subrecipient for the aggregated funds.
- d. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Department via email to [EI.Grants@dodd.ohio.gov](mailto:EI.Grants@dodd.ohio.gov). The Department shall withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

### **Section 3 – Documentation Requirements**

3.1 Agreement Documents. DODD shall transmit this Agreement, Exhibits, and Addenda to the Grantee signatory via the electronic signature solution, OneSpan. Grantee may complete and electronically sign the documents as required using OneSpan. DODD shall only accept electronic signatures provided in OneSpan. The Grantee signatory will receive a notification via email from OneSpan when a copy of the fully executed agreement is available for download. Access to the fully executed agreement within OneSpan will become unavailable after the issuance of a purchase order.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to [EI.Grants@dodd.ohio.gov](mailto:EI.Grants@dodd.ohio.gov). When selecting this option, Subrecipient shall print the Agreement, Addenda C & E and sign them in ink. Subrecipient shall return all documents identified below as separate .pdf documents in one email with the subject line "County Name\_Early Intervention Agency Name\_Service Coordination Grant Agreement July 2023". Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. A copy of the fully executed agreement, addenda, and exhibits will be emailed to the Notice contacts identified in Section 6.1 of this Agreement.

3.2 GMS Budget Documents & Requirements. In accordance with Section 1.7 of this Agreement Subrecipient shall validate that FFATA information entered in GMS is valid and current before a budget is submitted in GMS.

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

1) Indirect Costs:

- Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education (ODE). The documentation must show the approved or provisional Restricted Indirect Cost Rate. Subrecipients submitting a provisional letter with their budget must submit the final rate approval letter from ODE no later than June 1, 2024 in accordance with Section 1.5 of this Agreement.
- Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency and wish to budget for indirect costs must submit an indirect cost worksheet (Exhibit B).

2) Budget Justification: Directions for completing this document are included in the Budget Justification Instructions (Exhibit C).

- Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient's budget in GMS.

3) A completed EI Service Coordination Contact Sheet (Addendum B).

- EI Service Coordination Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient's budget in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, and service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR §303.302. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Department within five (5) business days and cooperate with any Department requests for information or onsite activities. Subrecipient agrees to implement the Department's Subrecipient-specific technical assistance plan (including completion of any training requirements or other required actions as 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 Subrecipient shall retain records related to Grant funds and compliance for a period of three years after the grant period.

2 CFR 200.334 requires subrecipient to keep financial records, supporting documents, statistical records and all other records of subrecipient that are pertinent to the federal award for a period of three years from the date of submission of the final expenditure report.

Section 443 of GEPA requires subrecipient to maintain documents, for a period of three years following the completion of the activities for which the Subrecipient uses the federal funding, which show:

- The amount of funds under the subgrant or grant.
- How the Subrecipient uses the funds.
- The total cost of the project.
- The share of that total cost provided from other sources

3.5 Accounting & Internal Controls. Subrecipient shall provide for the financial management requirements set forth in 2 CFR 200.302. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200. Subrecipients that are county boards of developmental disabilities shall appropriately report grant revenue and expenditures in the county board cost report.

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

its agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. The commingling of Grant funds is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

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

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

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR 200.510(b), the Department may distribute disbursement information to the Subrecipient identifying the grant program as Early Intervention Service Coordination (EISC), the Assistance Listing Number, or ALN (formerly CFDA), the pass-through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through Ohio Pays. Questions about how to use the Ohio Pays portal should be directed to <https://ohiopays.ohio.gov/>.

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

### 3.10 Programmatic Reporting Requirements.

- (a) Federal Fiscal Year (FFY) 23 Initial Program Report (due August 1, 2023): Using the FFY22 initial program report, Subrecipient shall report on any changes to its local protocols. Additionally, Subrecipient shall include information on equity and access to services in accordance with Section 427 of GEPA.
- (b) Technical Assistance and Training Plan Update. (due November 30, 2023): Subrecipient shall collaborate with the Department to review and update the county technical assistance and training plan.
- (c) Mid-Year Report (due February 29, 2024): Subrecipient shall submit a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate mid-year program report questions to subrecipients no later than January 29, 2024.
- (d) Final Report (due July 31, 2024): Subrecipient shall submit a final program report, including an updated EI Service Coordination Contact Sheet (Addendum B), a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate final program report questions no later than June 1, 2024.
- (e) Other Reporting: As lead agency, DODD may request information from the Subrecipient related to the Subrecipient's activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.

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

**Section 4 –Subrecipient represents and warrants the following:**

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

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

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

Subrecipient agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681- 1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).

4.4 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, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waiver any other rights or remedies provided to the State in the 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 the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum C) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip



for services provided in a natural environment, Subrecipients and their subcontracts may enter “EI services provided in natural environments in [Enter County Name]”.

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

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

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

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

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

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

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

4.12 Specific Conditions for Disclosing Federal Funding in Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipients shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

4.13 Prohibition of Texting While Driving. Subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

4.14 Health or Safety Standards for Facilities. In accordance with 34 CFR 76.683 Subrecipient shall comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for this Grant.

4.15 Lobbying. In accordance with 34 CFR 82.100 no Grant funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.16 Trafficking in Persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
- B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

## **Section 5 – General Provisions**

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

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

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

## **Section 6 – Notice**

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

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

Jacob Foskuhl  
Department of Developmental Disabilities  
Grants Management, Financial Manager  
1810 Sullivant Ave, Columbus, OH 43222  
Jacob.Foskuhl@dodd.ohio.gov

**Section 7 – Incorporation of Ancillary Documents**

7.1 Grant Addenda & Exhibits.

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

- Addendum A: Award Information and Allocation Table
- Addendum B: EI Service Coordination Contact Sheet
- Addendum C: Standard Affirmation & Disclosure Form
- Addendum D: Contract Manager Training & Attestation
- Addendum E: Supplemental Funding Amendment
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Budget Justification Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: GMS User Guide
- Exhibit F: Early Intervention Data System (EIDS)
- Exhibit G: Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings

**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.

Designated FCFC Agency for Early Intervention: \_\_\_\_\_

County: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Ohio Department of Developmental Disabilities  
Diane Fox  
Assistant Deputy Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

DODD Reviewed: \_\_\_\_\_