

**SOCIAL SERVICES BLOCK GRANT – CFDA 93.667
TITLE XX GRANT AGREEMENT**

Federal Fiscal Years 2024 – 2025

This Grant Agreement (the “Agreement”) is entered into by and between the County Board of Developmental Disabilities (hereinafter “Subrecipient” as defined in 2 C.F.R. §200.1) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “parties.”

WHEREAS, the Social Service Block Grant, Title XX of the Omnibus Reconciliation Act of 1981 [P.L. 97-35], is administered by the Office of Community Services, Administration for Children and Families, U.S. Department of Health and Human Services;

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) is the prime recipient of the federal award(s) and shall allocate fourteen and fifty-seven one-hundredths per cent of the award(s) to the Department in accordance with Section 5101.46(C)(2) of the Ohio Revised Code (“the Grant”); and

WHEREAS, the Department shall act as the pass through entity of the Grant as defined in 2 C.F.R. §200.1.

NOW THEREFORE, the parties agree as follows:

Section 1 - Grant of Funds

1.1 Program Description and Use of Funds. The Department subawards Grant funds to County Boards of Developmental Disabilities to support the provision of a variety of social services including early intervention, employment, information and referral, non-medical transportation, adult day care, and recreational services. Subrecipient shall perform the responsibilities outlined in this Agreement and shall use the Grant funds only for expenditures incurred during the performance period of the Grant. Department authorized Title XX Services are listed in the Title XX Program Goals & Service Definitions (“Exhibit A”). Title XX funding may not be used for activities or services outlined in 42 U.S.C. § 1397d – Limitations on Use of Grants (“Exhibit D”).

1.2 Allocation Methodology and Award Information. Allocations to County Boards of Developmental Disabilities are calculated biannually on a formulaic basis. A county board’s allocation percentage is based on the following weighted criteria at the county level: poverty rate (50%), individuals with DD served (35%), unemployment rate (10%, and tax millage rate (5%). Allocation percentages and other award information required by the federal Office of Management and Budget Uniform Guidance 2 C.F.R. §200.332(a) are provided in the Award Information and Allocation Table (“Addendum A”) and the Department Grants Management System (GMS).

1.3 Grants Management System (GMS) and Security Access. The Subrecipient shall use GMS to review and take any necessary actions to select services, submit expense reports, and upload support documentation as required per this Agreement. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID in order 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 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 DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the Title XX GMS User Guide (Exhibit E), which details requesting access to GMS, assigning and managing user roles, selecting services and submitting units of service estimates for the Comprehensive Social Services Plan, viewing obligations and payments, and submitting expense reports. In the event of a system outage, perceived & realized risk, or any other circumstance impacting the administration of this Grant, the Department may instruct the Subrecipient to use alternative methods to review and take necessary actions related to this Grant.

1.4 The Title XX Comprehensive Social Services Plan (CSSP). Prior to the beginning of each federal fiscal year, the US Department of Health and Human Services requires each state to submit a CSSP, which includes the estimated expenditures and number of people served by Title XX service. To comply with this federal reporting requirement, County Boards of Developmental Disabilities electing to serve as a Subrecipient for the subsequent grant year shall submit a CSSP to the Department. The CSSP shall be submitted via GMS by the deadline communicated by the

Department. Failure to submit the CSSP by the due date may result in a loss or forfeiture of grant funds. Only the services selected in the CSSP with estimated expenditures and people served will be eligible for payment of grant funds. Additional services may be added during the grant year by amendment to this Agreement that is agreed to by both Parties. Requests to amend service selection shall be made in GMS.

1.5 Obligations. During the grant year, ODJFS will notify the Department when a federal Grant award is made by the US Department of Health and Human Services and identify the portion of the award allocated to the Department. Upon receipt of this notification, the Department shall obligate Grant funds in accordance with Section 1.2 of this Agreement via GMS.

1.6 Quarterly Expense Reports. Quarterly expense reports shall be submitted in GMS by the thirtieth (30th) day from the end of each preceding quarter as follows:

2024 – 2025 Quarterly Reporting Periods		
Fiscal Year	Quarter/Dates	Report Due Date
FFY 24	Quarter 1 (October 1, 2023-December 31, 2023)	January 30, 2024
FFY 24	Quarter 2 (January 1, 2024-March 31, 2024)	April 30, 2024
FFY 24	Quarter 3 (April 1, 2024-June 30, 2024)	July 30, 2024
FFY 24	Quarter 4 (July 1, 2024-September 30, 2024)	October 30, 2024
FFY 25	Quarter 1 (October 1, 2024-December 31, 2024)	January 30, 2025
FFY 25	Quarter 2 (January 1, 2025-March 31, 2025)	April 30, 2025
FFY 25	Quarter 3 (April 1, 2025-June 30, 2025)	July 30, 2025
FFY 25	Quarter 4 (July 1, 2025-September 30, 2025)	October 30, 2025

Subrecipient shall enter the total units of service provided by service during the quarter as well as the number of people served within the age groups listed below:

- (1) Individuals under the age of 18
- (2) Individuals age 18-59
- (3) Individuals age 60 and over

By service and by age group, Subrecipient shall report the total number of people served during the quarter. Additionally, the Subrecipient shall report the number of people served that were not previously reported for the grant year in order to collect an unduplicated count of individuals served during the relevant grant year.

Expenditures are calculated in GMS by multiplying the units of service entered by service and the service rate, as included in the Program Goals & Service Definitions (“Exhibit A”). Payments shall not exceed the amount obligated and shall comply with the fiscal and administrative requirements listed in 45 C.F.R. §96.30 regarding block grants.

If errors are identified after an expense report has been submitted in GMS, Subrecipient shall offset the error on the next available expense report. Subrecipient shall maintain documentation supporting the adjustment(s) and may upload the documentation to GMS.

If errors are identified after final expense reports have been submitted and the grant year is closed, Subrecipient shall notify the Department. The Department may collect a refund for errors/inaccuracies that result in overpayments.

1.7 Annual Reallocation. At the end of each grant year, the Department may reallocate obligated funds that remain unspent after the due date of the final quarterly expense report. The methodology for reallocating unspent funds shall be at the discretion of the Department.

1.8 Payment of Funds. The Department agrees to pay Subrecipient within thirty (30) days of receipt of Department approved expense reports in GMS. Subrecipient agrees that lack of timely submission of quarterly reports may result

in reduced or forfeited payment, which may be reallocated to other participating subrecipients at the end of the Grant period.

1.9 Federal Funds Requirements. Subrecipient agrees to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS or its successor. 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 on file to validate SAM registrations. If the UEI has changed since the previous year, Subrecipient shall provide the Department with the UEI by emailing the notice contact identified in Section 6.

1.10 Availability of Funds. Subject to the provisions of ORC Sections 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, federal, and other external funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire and this Agreement will be terminated with notice to the Subrecipient.

1.11 Subcontractors. Subrecipient may subcontract portions of work or activities constituting the Grant. All subcontracts shall be made subject in all respects 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 C.F.R. §200. Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from October 1, 2023 through September 30, 2025 unless terminated prior thereto pursuant to this Section. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after September 30, 2025.

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. Subrecipient, 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 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.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may 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 Title XX payment for services provided may result in the repayment of funds by the Subrecipient.

Section 3 – Documentation Requirements

3.1 Units of Service. Subrecipient agrees to prepare and maintain documentation that supports the units of service billed to Title XX. The Units of Service Log (DODD 1017 “Exhibit B”) is included as a sample. The Subrecipient may develop a different form or report, but documentation must include each of the following required elements:

Individual Identifying Information:

- (1) Individual name
- (2) Individual Social Security Number (or Unique Identification Number so long as Subrecipient maintains a cross walk matching the Unique Identifier to the Social Security Number) *
- (3) Individual date of birth

Service Information:

- (4) Provider Name and Location
- (5) Service date
- (6) Service start and end times (excluding Transportation)

Billing Preparation:

- (7) Calculated service duration (per individual, per service, per day)
- (8) Number of units billed
- (9) 5-digit Title XX Service Billing Code

* For units billed to Special Services for Persons with Developmental Disabilities: Early Intervention, a unique ID is required, but it does not have to be a Social Security Number.

3.2 Billing of Title XX Services. With the exception of Information & Referral Services, Subrecipient shall only bill Title XX for services that meet the following criteria:

- (1) The individual receiving the service is eligible for DD services in accordance with OAC 5123-4-01 or is eligible for EI services per Part C of IDEA;
- (2) The service billed is included in the individual's ISP or IFSP;
- (3) The service was selected by the Subrecipient, as evidenced by the services approved to bill in GMS;
- (4) The service is not billable to another federal program (e.g. Medicaid, Medicare);
- (5) The expenditures for the service shall not be billed to any other program;
- (6) The service is not included in Exhibit D of this Agreement (42 U.S.C. § 1397d, Title XX – Section 2005 Limitations on the Use of Grants).

Subrecipient shall maintain records that substantiate compliance with the criteria identified in this section and make those records available when required (e.g. audit, county board accreditation). The Certification of Proper Billing form ("Exhibit C") is included as a sample.

3.3 Title XX Policy. Subrecipient shall maintain a Board approved Title XX Policy. The local policy shall incorporate this Agreement and the CSSP submitted in accordance with Section 1.4 of this Agreement.

3.4 Maintenance of Records. Copies of all materials produced under or pertaining to this Agreement will be retained by Subrecipient and will be made available for audit by state and federal government entities for a minimum period of time as defined in the 2 C.F.R. §200.334 of six (6) years after Subrecipient receives last payment pursuant to this Agreement, or until an audit or litigation initiated by any state and or federal government entity during this time period, is concluded and all issues are resolved, whichever is later. This minimum period of six (6) years includes a copy of all quarterly reports submitted electronically to the Department and individual-specific supporting documentation that details and discusses services delivered including case notes, Individual Service Plan documentation, professional examination summaries, and support documentation required per Section 3.1 of this Agreement.

3.5 Agreement Documents. The Department shall email the following documents to the Subrecipient signatory via the electronic signature solution, OneSpan. Subrecipient may complete and electronically sign the documents using OneSpan. The Department shall only accept electronic signatures provided in OneSpan.

1. Agreement
2. Addendum B (Offshore Standard Affirmation and Disclosure Form)

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed above to the Department notice contact established in section 6.1. When selecting this option, Subrecipient shall print and sign the Agreement and Addendum B (Offshore Standard Affirmation and Disclosure Form). Subrecipient shall return both documents as

separate .pdf documents in one email with the subject line “County Name_Title XX Grant Agreement_Fiscal Year”. 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. The fully executed Agreement will be available to download from OneSpan for 30 days. For signed Agreements submitted to the Department, the fully executed agreement will be returned to the Subrecipient as a .pdf via email.

3.6 Accounting & Internal Controls. 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 (GAAP) and 2 C.F.R. §200, as adopted by the U.S. Department of Health and Human Services in 45 C.F.R. §75.

All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 C.F.R. §200.

Subrecipient agrees to implement and maintain internal controls consistent with 2 C.F.R. §200.

3.7 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 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 related to its work on the Grant.

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

3.9 Audit Requirements. In accordance with the provisions of 2 C.F.R. §200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in total 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 total Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 C.F.R. §200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 C.F.R. 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 C.F.R. §200.

In order to assist the Subrecipient in completing the SEFA, in accordance with 2 C.F.R. §200.510(b), the Department shall distribute disbursement information annually to the Subrecipient (after the close of the calendar year) identifying the grant program as Social Services Block Grant /Title XX (TXX), the Catalog of Federal Domestic Assistance (CFDA) / Assistance Listing Number (ALN) number, the pass through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through the Ohio Office of Shared Services and include the [OSS Supplier Portal](#) and [EFT Lookup site](#). Directions for using the site can be found at <http://www.obm.ohio.gov/StateAccounting/doc/paymentissuance/LookUpRemittanceAdvice.pdf>

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

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, rules, regulations, and ordinances, along with all applicable Department policies in the conduct of the work hereunder.

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 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.

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 waive 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 B) 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 Findings for Recovery. The Subrecipient, and any subrecipient, is not subject to an "unresolved" finding for recovery under ORC Section 9.24. 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.

4.6 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.

4.7 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.

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

4.9 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.

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.

5.4 Suspension & Debarment. 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 C.F.R. §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.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the following contacts:

Jacob Foskuhl	Name:	
Financial Manager	Title:	
Department of Developmental Disabilities	Subrecipient Organization:	
Jacob.Foskuhl@dodd.ohio.gov	Email Address:	

Section 7 – Incorporation of Ancillary Documents

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

- Exhibit A: Title XX Program Goals & Service Definitions
- Exhibit B: Units of Service Log (Form DODD 1017)
- Exhibit C: Title XX Certification of Proper Billing (Form DODD 1014-2)
- Exhibit D: 42 U.S.C. § 1397d – Limitations on Use of Grants
- Exhibit E: GMS Title XX User Guide
- Addendum A: Award Information & Allocation Table
- Addendum B: Offshore Standard Affirmation and Disclosure Form

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.

Kimberly Hauck
Ohio Department of Developmental Disabilities
Director

By: _____

Date: _____

Name: _____

County: _____

Title: _____

By: _____

Date: _____