



**Department of  
Higher Education**

Mike DeWine, Governor  
Randy Gardner, Chancellor

September 23, 2021

Dear Applicant:

The Ohio Department of Higher Education (ODHE) has approved your application in full for your allocation of the Governor's Emergency Education Relief (GEER) Funds provided to the state from the US Department of Education as part of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The award shall be used to support related to FAFSA completion activities for Ohio high school students. Higher education institution awardees should be mindful that activities must be FAFSA completion activities, not recruitment activities, and should be open to the general high school age community whenever possible.

Minimally, activities must: (1) support those most impacted by the COVID-19 pandemic, (2) be in support of the FAFSA completion initiative, and (3) support, but not supplant, existing FAFSA activities. As the funding for this program comes from the GEER funds, it is subject to federal Uniform Guidance, which in general requires that grant expenses are reasonable, allocable, and necessary to accomplish the goals of the federal program. In this case, *necessary* means expenditures were required because of the public health emergency with respect to COVID-19. (As stated in the USDE FAQ, the GEER Fund is an emergency appropriation to address the harm to students caused by COVID-19.)

Your award is available for allowable expenses incurred between September 24, 2021 and June 15, 2022. Expenses will be reimbursed by ODHE after requests are submitted via the Comprehensive Continuous Improvement Portal (CCIP). Expenditure and performance reports will be required (please see "Budget /Expenditure and Performance Reporting"). All funds must be finally obligated by June 15, 2022 and liquidated by September 30, 2022.

While applicants may begin incurring costs with the notice of this award, in order to request reimbursement, applicants must upload their budgets to the CCIP Portal, along with their signed grant assurances. Please consult the Grants Management Quick Reference Guide for instructions on creating an account, uploading a budget and assurances, and requesting reimbursements. In the following pages are the grant assurances that will need to be updated (note the yellow highlighted areas), signed, and uploaded into the CCIP system.

We will host a grant launch meeting on September 30, 4-5 pm, and welcome your attendance. An invitation will be forthcoming. We look forward to working with you and ask you to contact us at [FAFSA@highered.ohio.gov](mailto:FAFSA@highered.ohio.gov) with questions.



This Grant Award Notification (GAN) or its subsequent revisions are ODHE's official notification to the subrecipient of the grant award. This Grant Award Notification along with the CCIP application constitutes the contractual understanding between ODHE and its subgrantees. The GAN is the legally binding document between ODHE and the subgrantee. It contains or refers to all terms of the grant and documents the distribution commitment of federal or state funds. Other communications regarding the awarding of funds or the authorization of expenditures of program funds (i.e., verbal communication, e-mails or letters) are unofficial and therefore do not obligate ODHE.

Subgrantee Name: **Mid-Ohio ESC**

DUNS: **#017246674**

Award to Subgrantee: **\$75,000**

Grant Name/Project Description: **Governors Emergency Education Relief Fund**

CFDA: **84.425C**

Program Title: **Education Stabilization Fund**

FAIN: **S425C200040**

Awarding Agency: **US Department of Education passed through the Ohio Department of Higher Education**

Obligation Amount: **\$104,917,025**

Regulations: **EDGAR as applicable, 2 CFR as applicable**

Federal Award Date: **6/2/2020**

Subaward Period of Performance Start Date: **9/24/2021**

Subaward Period of Performance End Date: **6/15/2022**

Grant Description: **CARES Act - Governor's Emergency Education Relief (GEER) Fund for Ohio FAFSA 21 Funding Opportunity**

Contact Email: [FAFSA@highered.ohio.gov](mailto:FAFSA@highered.ohio.gov)



## REQUESTING FUNDS

Grant payments will be made on a reimbursement basis. Payments under this award must be requested through the CCIP system. After allowable expenses have been incurred, the subgrantee should request reimbursement through the CCIP system. Please make requests monthly. Please consult the [Grants Management Quick Reference Guide](#) for additional instructions.

## BUDGET/EXPENDITURE AND PERFORMANCE REPORTING

**The 10 percent rule** – The portal reporting must align with your institution’s approved budget. Grantees may report up to 10 percent more than that approved in the most current budget by category. For example, under category salaries, the total amount approved for salaries is \$1,000. If your actual expenses exceed the approved budgeted amount, the amount reported on the interim/final report could reflect up to 10 percent more, resulting in a total of \$1,100 for salaries. If you anticipate the budget will vary by more than 10 percent in a category, please reach out to ODHE at: [FAFSA@highered.ohio.gov](mailto:FAFSA@highered.ohio.gov). **Note that total expenditures cannot exceed the total budget.**

**The Final Expenditure Report** – The Final Expenditure Report (FER) will be completed in CCIP. The FER is due no later than September 30, 2022 for activity from September 24, 2021 through June 15, 2022. Liquidation activities should be completed by September 30, 2022. Any cash on hand reported on this report must be returned to ODHE no later than October 15, 2022.

**Performance Reports** – In addition to financial information, campuses will be asked to submit two performance reports to [FAFSA@highered.ohio.gov](mailto:FAFSA@highered.ohio.gov):

- The first performance report is due December 10, 2021 for activity through December 1, 2021
- A final performance report is due no later than July 1, 2022 for activity through June 15, 2022.

The performance reports should address the following questions:

- Please provide a summary of the work performed to date.
- What specific outcomes or goals have been achieved to date?
- What challenges have been encountered and, if relevant, what strategies have been utilized to address the challenges?
- Please identify any of the best practices learned to date and how they might inform longer-term FAFSA completion work.
- Please provide your current budget status (how much has been spent to date).

Additional reports may be required. Notification of these dates, if any, will be announced as additional guidance is issued by the U.S. Department of Education.

The time period between June 15, 2022 and September 30, 2022 may only be used as a liquidation or account reconciliation period. This period is strictly to finalize payments for performance and delivery of goods and/or services that occurred prior to June 15, 2022 and/or make accounting adjustments for eligible activity that was paid prior to September 30, 2022. Failure to provide the final report in a timely manner could result in the final payment not being made or a refund due of awarded funds.



As this is a reimbursement grant, there should not be cash on hand. However, if there is, any cash on hand that was not spent must be returned to ODHE so that ODHE can return the funds to the USDE. Returns of grant funds **must be sent to the Ohio Department of Higher Education and postmarked no later than October 15, 2022**. Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Department of Higher Education  
ATTN: Fiscal Department, GEER Mental Health Grant Refund  
25 South Front Street, 2<sup>nd</sup> Floor  
Columbus, Ohio 43215

#### RESPONSIBILITIES, RECORDS, & FUTURE AUDITS

All GEER Reimbursement/Cash Requests and interim/final expenditure reports are subject to review and reported expenditures must be supported with sufficient evidential documentation (invoices, timesheets, payroll ledgers, proof of payment etc.). **Grantees must submit documentation. Expenditures without proper support documentation are unallowable.**

The GEER award is subject to future audits to ensure appropriate use with ultimate recoupment by USDE. Records must be made available to ODHE, the Ohio Auditor of State, Independent Public Auditors that perform audits on behalf of Ohio Auditor of State, the federal government, and/or other oversight entities for audit or review. Records shall be maintained and audited in accordance with the Uniform Guidance.

#### COMPLIANCE

If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may take one or more of the following actions:

- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
- C. Wholly or partly suspend or terminate the Federal award.
- D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
- E. Withhold further Federal awards for the project or program.
- F. Take other remedies that may be legally available.





GRANT ASSURANCES

In the following pages are the grant assurances. Please read, enter your information in the yellow highlighted areas, sign, and upload this entire document into the CCIP system.

Subgrantee Name: **Mid-Ohio ESC**

DUNS: **#017246674**

Award to Subgrantee: **\$75,000**

The United States Department of Education is herein referred to as the "DEPARTMENT," and the Ohio Department of Higher Education, herein referred to as the "ODHE," and the recipient of the funds, herein referred to as the "SUBGRANTEE." As the duly authorized representative of the SUBGRANTEE, I certify, attest, and agree that consistent with 34 C.F.R. Sections 75-77, 79, and 81-84, the SUBGRANTEE assures, if awarded a subgrant:

1. SUBGRANTEE has the legal authority to apply for Federal or State assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning and management of the funds from the State Governor's Emergency Education Relief Fund and that the signatory has the authority to obligate the SUBGRANTEE.
2. SUBGRANTEE shall, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19, based on the unique financial circumstances of the entity.
3. That the SUBGRANTEE is aware that GEER funds should not be used for administrative or executive salaries and benefits for IHEs, SEAs, or the other education related entities referenced at § 18002(c) of the CARES Act.
4. SUBGRANTEE will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) ODHE, the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.
5. SUBGRANTEE will have on file a set of assurances that meets the requirements of section 442 of the General Education Provisions Act (GEPA) (20U.S.C. 1232e), if applicable, and the Higher Education Act.
6. SUBGRANTEE will comply with the requirements of section 427 of GEPA (20 U.S.C. 1228a) if applicable, and the Higher Education Act. The recipient commits to maintaining and will produce upon request by (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority, a description of how the recipient complied with this requirement including putting in place steps to permit students, teachers and other program beneficiaries to overcome barriers (including barriers based on gender, race, color, national origin, disability and age) that might impede equal access to, or participation in, the program, if applicable.
7. That the SUBGRANTEE will accept funds in accordance with applicable Federal and State statutes, regulations, program plans, and applications, and administer the programs in



compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto.

8. That the SUBGRANTEE is aware all Federal and state funds granted to it are conditioned upon the availability and appropriation of such funds by the United States Congress and the Ohio General Assembly. These funds are subject to reduction or elimination by the United States Congress or Ohio General Assembly at any time, even following award and disbursement of funds. Except as otherwise provided by law, the SUBGRANTEE shall hold ODHE 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 SUBGRANTEE shall immediately cease further expenditures under any Federal or state project.
9. The SUBGRANTEE will adopt and use the proper methods of administering the subgrants per 2 CFR 200 Sub Part F, including, but not limited to:
  - A. The enforcement of any obligations imposed by law.
  - B. The correction of deficiencies in program operations that are identified through program audits, monitoring or evaluation.
  - C. The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs.
10. The SUBGRANTEE, by submission of a grant proposal, agrees that the DEPARTMENT or ODHE have the authority to take administrative sanctions, including, but not limited to, suspension of cash payments for the project, suspension of program operations and/or, termination of project operations, as necessary to ensure compliance with applicable laws, regulations and assurances for any project. The SUBGRANTEE acknowledges this authority under 2 CFR 200.338 and Ohio Revised Code Section 3333.04 (Q).
11. The SUBGRANTEE has obtained a Dun and Bradstreet (DUNS) number and registered the DUNS number in the federal System for Award Management (SAM) as required by 2 C.F.R. 25 Appendix A.
12. That the SUBGRANTEE will obligate funds within the approved project period as set forth in the approved application and will liquidate said obligations not later than 90 days after the end of the project period for grants applied for electronically. For purposes of approved projects, obligations have the same meaning as contained in The Uniform Guidance 2 CFR 200.71 and 200.343.
13. That the SUBGRANTEE agrees, when funded on an advance basis by ODHE, to minimize the time between the transfer of funds and the disbursement by the local entity in accordance with the Cash Management Improvement Act (31 CFR part 205). The SUBGRANTEE agrees to maintain cash balances which meet their immediate cash needs only. Any interest earnings by the SUBGRANTEE will require repayment (2 CFR 200.305).
14. That the SUBGRANTEE will, where applicable, use federal funds to supplement and not supplant State and local funds expended for educational purposes and, to the extent practicable, increase the fiscal effort that would, in the absence of such funds, be made by the SUBGRANTEE for educational purposes.
15. That the SUBGRANTEE shall, to the extent possible, coordinate each of its projects with other activities that are in the same geographic area served by the project and that serves similar purposes and target groups (34 CFR 76.580).
16. That the SUBGRANTEE may not consolidate applicable programs or commingle funds derived from one appropriation with those derived from another appropriation, unless specifically authorized by statute.



17. That the SUBGRANTEE will not subgrant the approved project to another entity without the express written consent of ODHE.
18. The SUBGRANTEE will comply will 2 C.F.R. Part 200 Standards for Financial and Program Management, including but not limited to, effective control over, and accounting- ability for, all funds, property, and other assets and must adequately safeguard all assets and assure that they are used solely for authorized purposes.
19. That the SUBGRANTEE has the capacity and agrees to report financial data verifying compliance with program regulations and will conform all activities conducted under the approved grant to the provisions contained within 2 CFR 200.
20. The SUBGRANTEE will comply with local, state and Federal procurement policies when purchasing equipment and supplies. Equipment and supplies purchased for use in a Federal or state program will comply with the provisions of 2 CFR 200.318. The SUBGRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.
21. That the SUBGRANTEE will acquire, use, maintain and dispose of equipment purchased for the approved project in accordance with 2 CFR: 200.313-Equipment; 200.20- Computing Devices- Machines used to acquire, store, analyze, process, public data and other information electronically. Includes accessories for printing, transmitting and receiving or storing electronic information; 200.94 Supplies-Tangible personal property other than equipment computing devices are supplies if less than \$5,000.
22. That the SUBGRANTEE may not use its Federal or State funding to pay for any of the following:
  - (A) Religious worship, instruction, or proselytization.
  - (B) 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. In the case of any project involves construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973, in order to ensure that facilities constructed with Federal (which become subsequently State) funds are accessible to and usable by handicapped individuals. For the construction of facilities with Federal funds per 2 CFR 200.320, the SUBGRANTEE will comply with the provisions of the Davis-Bacon Act.
23. That the SUBGRANTEE may not use Federal funding for the acquisition of real property unless specifically permitted by the authorizing statute or implementing regulations for the program (2 CFR 200.311). If real property or structures are provided or improved with the aid of Federal financial assistance, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer or sale of such property or structure. If personal property is so provided, the SUBGRANTEE will comply with applicable statutes, regulations and the project application in the use, encumbrance, transfer, disposal and sale of such. The Uniform Guidance 2 CFR 200.307, 200.311, 200.312 and 200.400.
24. The SUBGRANTEE will abide by the single audit requirements that a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 C.F.R. 200.514 "Scope of Audit", except when it elects to have a program specific audit conducted and 200.515 (GAAP). The SUBGRANTEE will submit to ODHE the aforementioned audit reports in accordance with The Uniform Guidance Subpart F. In the event of a sustained audit exception, and upon demand of ODHE, the SUBGRANTEE shall immediately reimburse ODHE for that portion of the audit exception attributable under the audit to the SUBGRANTEE. The SUBGRANTEE agrees to hold



- ODHE harmless for any audit exception arising from the SUBGRANTEE's failure to comply with applicable regulations.
25. That the SUBGRANTEE will maintain records, including the records required under Section 437 of the General Education Provisions Act ("GEPA"), 20 U.S.C. Section 1221, if applicable, and the Higher Education Act, and provide access to those records as ODHE or the DEPARTMENT and the Comptroller General or any of their authorized representatives in the conduct of audits authorized by Federal Law or State Statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information. The Uniform Guidance 2 CFR 200.333-337. That it shall per 2 CFR 200.333 maintain records for 3 years following completion of the activities for which the SUBGRANTEE uses the federal or state funding and which show:
    - (A) The amount of funds under the subgrant or grant.
    - (B) How the SUBGRANTEE uses the funds.
    - (C) The total cost of the project.
    - (D) The share of that total cost provided from other sources.
  26. That the SUBGRANTEE will make reports to ODHE and to the DEPARTMENT as may reasonably be necessary to enable ODHE and DEPARTMENT to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by ODHE and/or the DEPARTMENT and shall be supported by appropriate documentation.
  27. The SUBGRANTEE will comply with any additional assurances listed on a specific application as required by the ODHE program office administering the program.
  28. That the SUBGRANTEE agrees to continue its coordination with ODHE during the length of the project period.
  29. That the SUBGRANTEE will comply with 2 C.R.F. Part 200.343 regarding closeout procedures. The administration actions include, but are not limited to, submitting, no later than 90 calendar days after the end of the period of performance, all financial, performance and other reports as required by the terms and conditions of the federal award.
  30. That the SUBGRANTEE will ensure that no person be denied the benefits or be otherwise subjected to discrimination on the ground of race, color, national origin, handicap, or sex under any program or activity for which the SUBGRANTEE receives federal financial assistance. Admissions policies for private schools are understood and agreed to be part of such programs. In this vein, the SUBGRANTEE 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.).
  31. That the SUBGRANTEE may not count tuition and fees collected from students toward meeting matching, cost sharing or maintenance of effort requirements of a program (34 CFR 76.534).
  32. That the SUBGRANTEE will comply with all relevant laws relating to privacy and protection of individual rights including 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act of 1974).
  33. That the SUBGRANTEE will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project (34 CFR 76.683).
  34. That the SUBGRANTEE will comply with the Safe and Drug Free Schools Act (as amended) and the Pro-Children Act of 1994 (as amended) or comparable provisions in the Higher Education Act.





35. That the SUBGRANTEE will comply with requirements regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion (34 C.F.R. Part 82) and Drug-Free Workplace (34 C.F.R. Part 84) and the required regulations implementing Executive Order 12549:
  - (A) All fund participants certify, by submission of this statement, that project funds will not, in any way, be used for the purpose of Lobbying or otherwise influencing decisions supporting the granting of funds administered by the Ohio Department of Higher Education (ODHE).
  - (B) The prospective lower tier participant certifies, by submission of this statement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (C) If the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this statement.
  - (D) That subgrantees receiving ODHE administered funds will provide a drug-free workplace.
36. That the SUBGRANTEE will comply with any additional assurances listed on a specific application as required by a particular ODHE program office administering the program.
37. That the SUBGRANTEE will comply with requirements of the Award Term for Trafficking in Persons under 2 C.F.R.175.15 which prohibits SUBGRANTEES from engaging in severe forms of trafficking in person during the period of time that the award is in effect.
38. That the SUBGRANTEE will comply with Executive Order 13513 which states that SUBGRANTEES and their personnel are prohibited from text messaging and e-mailing while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business.
39. That the SUBGRANTEE will comply with the Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings.
40. That the SUBGRANTEE will abide by the following requirements when issuing statements, press releases, request for proposals, bid solicitation and other documents describing projects or programs funded in whole or in part with federal money to comply with Section 505 of Public Law 113-76, Consolidated Appropriation Act of 2014: (1) The percentage of the total costs of the programs or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the projects or programs; (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
41. That the SUBGRANTEE will use these funds for FAFSA support and will comply with the ODHE GEER Grant Award Notification Document, which includes instructions for reporting on use of funds and returning unspent funds.
42. The negotiated indirect cost rate or the indirect cost allocation plan approved for the SUBGRANTEE applies to this grant award. The SUBGRANTEE will minimize the amount of administrative costs charged to the program in order to maximize the funds available for services to students and the public.

Assurances added by OBM Ohio Grants Partnership on 2/5/2021:

43. That the SUBGRANTEE is an education related non-profit organization that provides educational services to support preschool, elementary, secondary, or higher education.
44. That the SUBGRANTEE will provide the Federal and State awarding agency, the Comptroller or Inspector General of the United States, and the State of Ohio, through any authorized representative, access to and the right to examine all records, books, papers, documents, or grant funded byproducts related to the award; will cooperate with any assessments and data



collection efforts to include reporting required by the U.S. Department of Education; and will establish or utilize an accounting system in accordance with generally accepted accounting standards or agency directives.

45. That the SUBGRANTEE agrees to make reports to OBM as may reasonably be necessary to enable OBM to perform its duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by OBM and shall be supported by appropriate documentation.
46. That the SUBGRANTEE will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
47. That the SUBGRANTEE Affirms these funds will not be used to fill revenue shortfalls or as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds that have also been appropriated for the same purpose.
48. That the SUBGRANTEE will comply with Section 18002 and other related parts of the CARES Act (<https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>), the U.S. Department of Education guidance and FAQs (<https://oese.ed.gov/governors-emergency-education-relief-fund/>), 2 CFR, Part 200 as adopted at 2 CFR 3474; and the applicable parts of the EDGAR.
49. That the SUBGRANTEE will comply with the provisions of all applicable acts, regulations, and assurances; the provisions of the Education Department General Administrative Regulations in 34 CFR parts 75, 76, 77, 81, 82, 84, 86, 97, 98, and 99; the United States Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.
50. That the SUBGRANTEE agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (Ohio Revised Code (ORC) Chapter 102) and elections (ORC Chapter 3517) and including all federal and state statutes relating to nondiscrimination.
51. That the SUBGRANTEE will not transfer funds received between various federal programs or awards and shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location for a period of at least three (3) years after all funds are expended. Records must clearly identify separation when multiple awards or funding periods are managed and be able to demonstrate no costs were duplicated across programs or funding sources.
52. That the SUBGRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the state and federal awarding agencies.
53. That the SUBGRANTEE understands that funds not expended and reimbursed by the performance period end, or as otherwise provided will be de-obligated and that funds received and not expended must be returned.
54. That the SUBGRANTEE understands that OBM does not have an appeals process and all funding decisions and related actions in accordance with this Award are final.
55. That the SUBGRANTEE will comply with all Guidelines for the Federal Funding Accountability and Transparency Act (FFATA) reporting requirements and any additional Federal and/or State guidance that may be issued in the future governing this program.



56. That the SUBGRANTEE agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the sub-recipient's application for and acceptance of funds. Nothing herein shall be construed as an assumption of liability by OBM, the State, or federal awarding agency.
57. That the SUBGRANTEE agrees that the OBM has the authority to take administrative sanctions, including, but not limited to, suspension of cash payments, suspension of program operations and/or, termination of award operations, as necessary to ensure compliance with applicable laws, regulations and assurances for any project funded by this Award. The Sub-recipient acknowledges this authority under 2 CFR 200.338.
58. That the SUBGRANTEE agrees that the assurances and documents referred to herein constitute the complete understanding of the parties with respect to this Award. Whenever possible, each provision shall be interpreted in such a manner as to be effective and valid under applicable law. To the extent any provision is determined to be invalid the remainder will not be invalid.
59. That the SUBGRANTEE has read and will abide with all the requirements and assurances specified in the GEER Certification and Agreement for Funding under the Education Stabilization Fund Program signed by the state. <https://oese.ed.gov/files/2020/04/GEER-Certification-and-Agreement.pdf>

I certify to the best of my knowledge and belief, all the information and data in this Notice of Award are true and correct. I acknowledge and agree that the failure to comply with all Terms, Conditions, Assurances, and Certifications in this Award, all relevant provisions and requirements of the CARES Act, Pub. L. No. 116-136 (March 27, 2020), or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; 18 USC § 1001, and Ohio law as appropriate.

PRINTED NAME, TITLE: **Kevin D. Kimmel, Superintendent**

SIGNATURE:  \_\_\_\_\_

DATE: **September 27, 2021**

