



Award Name: Prevention Education Professional Development Grant-Central Region

USAS CODE: 499

**THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO
MEMORANDUM OF UNDERSTANDING WITH
MID-OHIO EDUCATIONAL SERVICE CENTER**

This Memorandum of Understanding (MOU) is made and entered into by and between the Educational Service Center of Central Ohio (hereinafter the "ESCCO"), and created under Chapter 3311 of the Ohio Revised Code, doing business at 2080 Citygate Drive Columbus, Ohio 43219 and the Mid-Ohio Educational Service Center (hereinafter referred to as "MOESC"), 890 W 4th St #100, Mansfield, OH 44906.

Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Education, the ESCCO is authorized to contract with public and private organizations for the purchase of goods and services. By entering into this Memorandum of Understanding, the MOESC agrees to comply with the terms of the MOU, all applicable federal, state, and local laws, rules and regulations.

Scope of Work

The MOESC will allocate funding for the coordination and delivery of Prevention Education professional development aligned to the following:

- 1) Capacity building and credentialing for ESC staff in prevention education programming**
Grant funds may be used to offset the cost of building additional capacity of ESC and community partners to deliver professional development and training in specific strategies and programming in prevention education.
- 2) Training for ESC, community partner, and district personnel to effectively use a common improvement process and organizational structure for committees of practitioners**
Grant funds may be used to offset the cost of delivering prevention education coaching and support for committees of practitioners and costs associated with ESC staff travel within the Central Region to participate.
- 3) Direct delivery of face-to-face, online, and hybrid prevention-education professional development**
Grant funds may be used to offset the cost of hosting and delivering face-to-face prevention education professional development sessions and develop prevention education online learning modules, tools and resources.
- 4) Technical assistance to districts and schools in exploring and leveraging funding options for prevention and related professional development, program implementation and sustainability**
Grant funds may be used to offset the cost of communicating prevention education strategies, conducting needs assessments, and collecting analyzing, and reporting monitoring data, including pre/post- surveys and questionnaires for teachers, evidence of implementation and impact, and changes in student outcomes.

ARTICLE I: TIME, DELIVERABLES, COMPENSATION, AND REPORTING

- A. PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this MOU, the MOESC agrees to furnish those specific goods and services detailed in this MOU.
- B. MEMORANDUM OF UNDERSTANDING PERIOD:** This Memorandum of Understanding shall be effective from January 27, 2020 through June 30, 2020. The Memorandum of Understanding may be extended upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension will be contingent upon the availability of funding.

- C. **AVAILABILITY OF FUNDS:** Payments for all goods and services provided in accordance with the provisions of this Memorandum of Understanding are contingent upon the availability of state program funds.
- D. **COST AND DELIVERY OF PURCHASED GOODS AND SERVICES:** Subject to the limitations specified in the scope of work above, the amount to be paid for such purchased goods and services shall not exceed \$12,800.00.

It is the responsibility of the MOESC to monitor all expenditures authorized by ESCCO. Should the MOESC provide goods and services or incur expenses in excess of those authorized by ESCCO, the MOESC will be responsible for the excess costs. The MOESC expressly understands that ESCCO will not compensate the MOESC for any work performed prior to the Effective Date of this MOU, and the MOESC expressly understands that ESCCO shall not compensate the MOESC for any work performed after the termination date set forth in this Memorandum of Understanding or in the event this Memorandum of Understanding is terminated pursuant Article III-D, *Termination and Suspension*.

- E. **ELIGIBILITY:** The eligible goods and services will be determined in accordance with the appropriate Prevention Education Professional Development Grant guidelines.
- F. **ALLOWABLE COSTS:** ESCCO will pay and/or reimburse only for those costs that are allowable under the Prevention Education Professional Development Grant. In no event shall ESCCO pay or reimburse any amount in excess of the total value of the Memorandum of Understanding as specified in Article I-D, *Cost and Delivery of Purchased Goods and Services*.
- G. **ADMINISTRATIVE COSTS:** Claims made by the MOESC for administrative costs shall not be reimbursed.
- H. **EQUIPMENT:** Claims made by the MOESC for equipment shall not be reimbursed.
- I. **MONITORING AND EVALUATION:** ESCCO and the MOESC will monitor the manner in which the terms of the Memorandum of Understanding are being carried out and evaluate the extent to which the objectives are being achieved. Any corrective action plans identified by ESCCO or other monitoring entities must be resolved within sixty (60) days. If a MOESC enters into a contract or service agreement with another entity, the MOESC also assumes the responsibilities to monitor the activities to ensure that funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or award agreements and that performance goals are achieved.
- J. **INVOICING:** The MOESC shall bill the Educational Service Center of Central Ohio, 2080 Citygate Dr. Columbus, OH 43219 and the invoice shall be received by ESCCO no later than 45 calendar days following the month of service or the delivery of goods or other deliverables.

The invoice summary will show the date of the invoice and the period for which the goods and services billed were rendered. Invoices may be submitted only for actual goods and services provided during the effective dates of the MOU, not to exceed the number of units or the total dollar amount authorized by ESCCO, and must reflect the approved fixed unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate.

The MOESC must certify that claims made to ESCCO for payment of purchased goods and services are for actual goods delivered and actual services rendered and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation, such as payroll records and/or itemized recipients for expenditures.

ESCCO shall review the submitted invoice for completeness and accuracy before making payment within thirty (30) days after approval, contingent upon the availability program funds. The expenditures reported on the invoice are subject to review by ESCCO before payment is made. The MOESC hereby authorizes ESCCO to adjust for mathematical errors, incorrect unit rates, or non-covered goods and services and agrees that ESCCO shall not reimburse the MOESC for goods and services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the MOU.

ESCCO does not have the ability to compensate the MOESC for work performed under the Memorandum of Understanding after the purchase order for the Memorandum of Understanding has been closed. The final invoice for compensation of work performed under this Memorandum of Understanding must be received by ESCCO no later than August 17, 2020. Failure of the MOESC to submit the final invoice by

this deadline will be deemed forfeiture and waiver by the MOESC for any claims for all remaining compensation due hereunder.

- K. **DUPLICATE INVOICING:** The MOESC certifies that any costs incurred under this Memorandum of Understanding shall not be chargeable to or included as a cost in any other financed program in either the current or a prior period. Further, the MOESC warrants that claims made to ESCCO for payment of Purchased Goods and Services under this MOU shall be for actual goods delivered and services rendered to eligible individuals and do not duplicate claims made by the MOESC to other sources of funds for the same service.
- L. **REPORTING:** The MOESC will provide reports to ESCCO regarding Purchased Goods and Services provided on a schedule specified by ESCCO. Reporting may be required via electronic media. Reporting categories will be provided by ESCCO. The MOESC shall also submit a written report to ESCCO summarizing actual program expenses on a quarterly basis using the format provided by ESCCO. In addition, the MOESC will be required to submit supporting documentation of actual program expenditures. Each quarterly expenditure report is due no later than thirty (30) days following the end of the quarter.

If actual program expenditures are less than the amount paid by ESCCO to the MOESC for Purchased Goods and Services, the MOESC shall be required to repay the difference to ESCCO. The deadline for repayment of this difference shall be due to ESCCO no later than August 17, 2020

- M. **ANNUAL RECONCILIATION:** A reconciliation will be completed by ESCCO no later than sixty (60) days following the end of the Memorandum of Understanding period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to ESCCO no later than ninety (90) days following the end of the Memorandum of Understanding Period.
- N. **PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the goods and services provided under this MOU, it will be clearly stated that the goods and services are funded by the Prevention Education Professional Development Grant and administered by ESCCO.

ARTICLE II: PROCUREMENT, SUBAWARD COMPLIANCE, AND AUDIT RESPONSIBILITIES

- A. **PROCUREMENT REQUIREMENTS:** The procurement requirements for MOUs awarding Prevention Education Professional Development Grant to state, local, and tribal governments must conform to all applicable federal, state, and local laws. The ESCCO has also adopted procurement requirements that apply to this MOU. In order to subcontract or enter into a secondary agreement for goods and services, the MOESC is also subject to the procurement requirements identified in this paragraph.
- B. **COMPLIANCE REQUIREMENTS:**
- The MOESC shall commence, carry out, and complete the SCOPE OF WORK in a manner satisfactory to ESCCO and with all practicable dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this MOU, the GRANT and all applicable federal, state, and local laws, regulations, directives, schedules, and policies, now in effect or hereafter promulgated.
- C. **EXECUTION OF SECONDARY AGREEMENTS:** Under this Article, the types of secondary agreements that MOESCs may execute are differentiated into two types:
- Subcontract agreements** (with subcontractors): When the MOESC deems it necessary to deliver some of the goods and services either directly providing or supporting the quality and quantity specified in this Memorandum of Understanding via a subcontractor.
 - Secondary MOUs** (with secondary MOESCs): When the MOESC deems it necessary to further pass through funds to another entity (secondary MOESC) to deliver some or all of the goods and services of the quality and quantity specified in this MOU.

In both cases, the agreement must be properly procured in accordance with the standards listed in Article II-A, *Procurement Requirements* or the MOESC's procurement requirements, whichever is most restrictive.

All subcontracts and secondary subawards shall be subject to the same terms, conditions and covenants contained in this MOU. Additionally, the MOESC is required to secure the following documentation that verifies that the subcontractor/secondary MOESC is in no way excluded from receiving state, local, federal funds: (a) List of Parties Excluded from Federal Procurement or Non-procurement Programs" (located at <https://www.epis.gov/>); (b) The Auditor of the State of Ohio Findings for Recovery Database is located at <http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>; (c) Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization for Government Business and Funding Contracts.

All subcontracts or secondary subawards shall explicitly state the description of goods and services, rate of pay, amount of pay, agreement period, and any other descriptive information regarding the goods and services to be provided. All secondary agreement costs are accounted for in the MOESC's budget as Professional Fees or Contracted Goods and Services. The MOESC must submit a copy of the secondary Memorandum of Understanding no later than (30) thirty days after the effective date of the secondary agreement. No payment shall be made without a subcontract/secondary subaward on file at ESCCO. The MOESC is responsible for making direct payment for such goods and services to the subcontractor or secondary MOESC. No subcontract/secondary subaward shall in any case relieve the MOESC of any duty, obligation, or liability undertaken by the MOESC pursuant to this subaward.

- D. **INDEPENDENT CONTRACTORS:** MOESC, agents, and employees of the MOESC will act in performance of this Memorandum of Understanding in an independent capacity, and not as officers, employees, or agents of the ESCCO.
- E. **RESPONSIBILITY FOR AUDIT:** The MOESC shall maintain all books, records, payroll, documents, accounting procedures, and practices which sufficiently and properly reflect all program expenses and administrative costs of any nature incurred in the performance of this MOU. Such records shall be made available at all reasonable times during regular business hours for inspection, review, or audit by duly authorized Federal, State, and ESCCO personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by this MOU.

The MOESC agrees to, if required by either the Superintendent or Treasurer of ESCCO because of a suspicion of misuse or improper accounting of funds for which the MOESC is responsible, have conducted an independent audit of expenditures and make copies of the audit available to ESCCO.

- F. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The MOESC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the MOU, subcontract, or secondary Memorandum of Understanding and the MOESC agrees to pay ESCCO for all amounts due as a result of audit exceptions.
- (A) The MOESC agrees to pay to ESCCO the full amount of payment received for goods and services not covered by the MOU.
- (B) The MOESC agrees to pay to ESCCO the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification.
- (C) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind, or other objective or subjective fact.
- (D) The MOESC is responsible and agrees to pay for any audit exception by appropriate state or federal audit identified within a secondary agreement as defined in Article II-C, *Execution of Secondary Agreements*.
- (F) Any payments due under the provisions of this section shall be paid by the MOESC within 90 days of the demand for payment by ESCCO.
- G. **RETENTION OF RECORDS:** The MOESC shall maintain and preserve all records related to this MOU. This includes any documentation used in the administration of the program. Records must be maintained

for a period of ten years from the termination date of the Memorandum of Understanding or the closure of an outstanding audit. The MOESC will assure the maintenance of such records for a like period of time in the possession of any third party performing work related to this MOU, unless otherwise directed by ESCCO.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten year period, the MOESC shall retain the records until completion of the action and all issues which arise from it or until the end of the three year period, whichever is later.

ARTICLE III: NOTICES, AMENDMENTS, BREACH, SUSPENSIONS, AND TERMINATIONS

- A. **NOTIFICATION OF SIGNIFICANT DEVELOPMENTS:** The MOESC shall immediately notify ESCCO in writing of developments that have a significant impact on the Purchased Goods and Services to be provided under this Memorandum of Understanding or the performance of any other material obligation under this MOU. Written notification shall be given in the case of problems, delays, or adverse conditions which materially impair the MOESC's ability to meet the objectives of the MOU. The notification must include a statement of the action taken or the proposed course of action. ESCCO will provide technical assistance and approval of any significant change and will amend the Memorandum of Understanding as it deems necessary and appropriate in its sole and absolute discretion.
- B. **NOTICE:** Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service via registered or certified mail and addressed as follows:

Educational Service Center of Central Ohio
Dr. Thomas Goodney, Superintendent
2080 Citygate Drive
Columbus, Ohio 43219

Mid-Ohio Educational Service Center
Kevin Kimmel, Superintendent
890 W 4th St #100
Mansfield, OH 44906

- C. **AMENDMENT OF MOU:** This Memorandum of Understanding may be amended at any time by a written amendment mutually agreed to and signed by all parties in the manner required by state regulations. In addition, the MOESC will be required to submit a revised budget supporting the changes made in the amendment, unless ESCCO grants a written exception.
- D. **TERMINATION AND SUSPENSION:** Notwithstanding other provisions in this Article III, either party may terminate this Memorandum of Understanding at will by giving thirty (30) days written notice to the other party. Upon thirty (30) days written notice to the MOESC, ESCCO may suspend this MOU.

Notwithstanding Article III, ESCCO may suspend or terminate this Memorandum of Understanding immediately upon delivery of written notice to the MOESC if ESCCO has discovered any illegal conduct on the part of the MOESC, any violation Articles V or VI, loss of funding as set forth in Article I-C, *Availability of Funds*, or the filing of a petition in bankruptcy (or similar proceeding) by or against the MOESC.

The MOESC, upon receipt of notice of suspension or termination, agrees to cease work on the suspended or terminated activities under this MOU, to suspend or terminate all subcontracts relating to such suspended or terminated activities, to take all necessary and/or appropriate steps to limit disbursements and minimize cost, and to furnish a report as of the date notice of suspension or termination was received, that describes the status of all work under this Memorandum of Understanding that includes, without limitation, the Deliverables completed, the outcomes of the completed Deliverables, and any other information that ESCCO may require. Suspension, termination, or expiration of this Memorandum of Understanding shall not limit the MOESC's continuing obligations with respect to Deliverables paid for by ESCCO prior to the suspension or termination nor will it limit ESCCO's rights in those Deliverables.

In the event of suspension or termination under Article III, the MOESC will be entitled to compensation, upon submission of a proper invoice per Article I-J, *Invoicing*, for the work performed prior to the MOESC's receipt of notice of suspension or termination. Compensation will be calculated by ESCCO based on the compensation structure set forth in Article I-D, *Cost and Delivery of Purchased Goods and Services*, less any funds previously paid by or on behalf of ESCCO, or in the case of services for which MOESC charges

a flat rate, based on a reasonable percentage of the total services performed as determined by ESCCO, less any funds previously paid by or on behalf of ESCCO

- E. **CURE OF BREACH:** Except as otherwise provided in Article III-D, *Termination and Suspension*, the MOESC will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ESCCO that MOESC is in breach of any of its obligations under this Memorandum of Understanding and such proposed course of action is acceptable to ESCCO. If the MOESC fails to cure the breach within the thirty (30) calendar days or if the breach is not curable, ESCCO may immediately suspend or terminate this MOU. ESCCO may also suspend or terminate this Memorandum of Understanding if the breaches by the MOESC are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section F, "persistent" means that ESCCO has notified the MOESC three (3) times in writing of the MOESC's failure to meet any of its contractual obligations. The three (3) notices do not have to relate to the same obligation or type of failure. After the third notice, ESCCO may suspend or terminate this Memorandum of Understanding without a cure period if the MOESC again fails to meet any contractual obligation. At the sole discretion of ESCCO, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section F. In such instances, ESCCO will include in its notice of breach the shorter cure period deemed appropriate.

Upon breach or default of any of the provisions, obligations, or duties embodied in this MOU, ESCCO may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ESCCO retains the right to exercise all remedies hereinabove mentioned.

- F. **WAIVER OF OBLIGATIONS:** If ESCCO or the MOESC fails to perform an obligation or obligations under this Memorandum of Understanding and the failure is thereafter waived by the other party, ESCCO and the MOESC understand that the waiver is limited to that particular occurrence of failure and will not be deemed a waiver of subsequent failures.

ARTICLE IV: EQUAL EMPLOYMENT OPPORTUNITY, EQUAL TREATMENT, CIVIL RIGHTS AND LEGAL COMPLIANCE

- A. **EQUAL EMPLOYMENT OPPORTUNITY:** In carrying out this MOU, the MOESC agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The MOESC will ensure that applicants are hired and that employees are treated during employment in matters of employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The MOESC certifies current and ongoing compliance with the Executive Order 11246 concerning Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations (CFR) 60.

The MOESC further agrees that it shall include a similar provision in any subcontract, secondary contract agreement, or award issued by that entity for the performance of duties related to such subcontract, secondary contract agreement, award, or procedure.

- B. **EQUAL TREATMENT:** The MOESC warrants and agrees to the following: The MOESC agrees to comply with the requirements governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct funding may still engage in inherently religious activities, but such activities must be separate in time or place from the funded program, and participation in such activities by individuals receiving goods and services from the MOESC, subcontractor, or secondary MOESC must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs are not permitted to discriminate in the provision of goods and services on the basis of a beneficiary's religion.
- C. **CIVIL RIGHTS:** ESCCO and the MOESC agree that as a condition of this MOU, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation

Act of 1973, and subsequent amendments. It is further agreed that the MOESC will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this MOU.

- D. **LEGAL COMPLIANCE:** Pursuant to Section 125.111 of the Ohio Revised Code, the MOESC warrants and agrees to the following: (1) That in the hiring of employees for the performance of work under the Memorandum of Understanding or any subcontracts or secondary contracts, the MOESC shall not by reasons of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the Memorandum of Understanding relates; and (2) That neither the MOESC nor any of its subcontractors, or any person acting on behalf of the MOESC shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Memorandum of Understanding on account of race, color, religion, sex, age, disability, national origin, or ancestry.

The MOESC agrees to post in conspicuous places, available to all employees and applicants for employment, notices stating that the MOESC complies with all applicable federal and state nondiscrimination laws. The MOESC will incorporate the foregoing requirements of Article IV in all solicitations or advertisements for employees placed by or on behalf of the MOESC and in all of its contracts for any of the work prescribed in this MOU. The MOESC will also require all of its Subcontractors to incorporate such requirements in all subcontracts for any part of the work under this MOU.

- E. **AMERICANS WITH DISABILITIES ACT:** The MOESC, its officers, employees, members, and subcontracts hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- F. **FEDERAL PRE-EMPTION:** Except when pre-empted by Federal statute and/or federal award guidelines, the MOESC shall not, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, discriminate against any citizen of this state with regard to provision of goods and services.
- G. **GOVERNING LAW:** This Memorandum of Understanding and any claims arising in any way out of this Memorandum of Understanding shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Memorandum of Understanding or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the MOESC hereby irrevocably consents to such jurisdiction.

ARTICLE V: PROHIBITION OF OFFSHORE OUTSOURCING

MOESC affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this MOU, and shall perform no services required under this Agreement outside of the United States.

MOESC also affirms, understands, and agrees to immediately notify ESCCO of any change or shift in the location(s) of services performed by MOESC or its subcontractors under this MOU, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If MOESC or any of its subcontractors perform services under this Memorandum of Understanding outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. ESCCO is not obligated to pay and shall not pay for such services. If MOESC or any of its subcontractors perform any such services, MOESC shall immediately return to the ESCCO all funds paid for those services. ESCCO may also recover from MOESC all costs associated with any corrective action the ESCCO may undertake, including, but not limited to, an audit or a risk analysis, as a result of the MOESC performing services outside of the United States.

ARTICLE VI: CERTIFICATIONS AND ASSURANCES MADE BY MOESC

By executing this MOU, the MOESC certifies recurrent and continued compliance with each condition listed in Article VI. The MOESC's certification of compliance with each of these conditions is considered material representations of fact upon which ESCCO relied upon in entering into this MOU.

The MOESC certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current. If at any time during the MOU Period the MOESC becomes disqualified from conducting business in Ohio for any reason, the MOESC must immediately notify ESCCO of the disqualification, and immediately cease performance hereunder.

If any of the information pertaining to Article VI, Sections A-D changes after the Memorandum of Understanding has been signed, the MOESC agrees to report such changes immediately to ESCCO in writing to the address listed for notice in Article III-B, *Notice*.

If at any time the MOESC is not in compliance with the conditions certified and affirmed in this Article V, A-D, ESCCO will consider the Memorandum of Understanding *void ab initio* and will deliver written notice to the MOESC. Any funds paid by ESCCO for work performed before the MOESC was notified that the Memorandum of Understanding was considered *void ab initio* will be immediately repaid or ESCCO may commence an action for recovery of the funds paid.

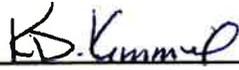
- A. DEBARMENT AND SUSPENSION:** The MOESC certifies that neither the MOESC, nor any principal of the MOESC is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Education, or any other federal department or agency as set forth in 29 CFR Part 98, 34 C.F.R. 80.35, 45 CFR Part 76, or other applicable statutes or regulations. (Located at <https://www.epls.gov/>)
- B. UNRESOLVED FINDINGS FOR RECOVERY:** The MOESC certifies that the MOESC is not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. The Auditor of the State of Ohio Findings for Recovery Database is located at: <http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>
- C. CONFLICT OF INTEREST AND ETHICS:** The MOESC affirms that it, its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, that is incompatible or in conflict with, or would compromise in any manner or degree, the discharge and fulfillment of the MOESC's responsibilities under this MOU. The MOESC agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to ESCCO in writing. Thereafter, he or she shall not participate in any action affecting the work under this MOU, unless ESCCO will determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest will be sent to ESCCO in writing to the address listed for notice in Article III-B, *Notice*.
- The MOESC certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. The MOESC further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- D. RECEIPT OF COMPENSATION:** The MOESC agrees to refrain from promising or giving to any ESCCO employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. MOESC also agrees that it will not solicit an ESCCO employee to violate any ESCCO rule or policy relating to the conduct of contracting parties or to violate ORC sections 102.03, 102.04, 2921.42. MOESC affirms that it, its officers, members and employees are in compliance with ORC 102.04 and, that if MOESC is required to file a statement pursuant to ORC 102.04(D)(2), the statement has been filed with ESCCO's Treasurer in addition to any other required filings.
- E. PROHIBITION AGAINST POLITICAL/RELIGIOUS ACTIVITY:** The MOESC shall not use any funds provided under the Memorandum of Understanding for purposes of supporting or defeating legislation pending before any legislative body or for inherently religious programs, activities or services.
- F. LOBBYING RESTRICTIONS:** No federal funds paid to MOESC through this or any other agreement with ESCCO will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. MOESC further certifies compliance with all federal lobbying restrictions, including 13 USC 1352, 2 USC 1601, 29 CFR 93, and 45 CFR 93.

- G. **USE OF FUNDS TO INFLUENCE LEGISLATION OR PROSETLIZATION:** The MOESC agrees that it shall not use any funds provided under this Memorandum of Understanding for publicity or propaganda purposes designed to support or defeat legislation pending before any legislative body or for inherently religious programs, activities, or services
- H. **DRUG-FREE WORKPLACE:** The MOESC, its officers, employees, members, any subcontractors (including all field staff) associated with this Memorandum of Understanding agree to comply with all applicable state and federal laws regarding a drug-free workplace. The MOESC will make a good faith effort to ensure that no MOESC officers, employees, members, and subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- I. **BACKGROUND CHECK STIPULATION:** The MOESC understands that in accordance with Ohio Revised Code 3319.39 all program staff responsible for the supervision and/or interaction with children must have completed and successfully passed at a minimum a Bureau of Criminal Identification and Investigation (BCII) background check. The MOESC will ensure that all program staff have successfully completed a background check before working in the program and on an annual basis thereafter.

Educational Service Center of Central Ohio

Mid-Ohio Educational Service Center

Signature: 

Signature: 

Printed Name: David Varda

Printed Name: Kevin D. Kimmel

Title: Treasurer/CFO

Title: Supt.

Date: 3-2-2020

Date: 2/28/2020

