OPERATION WARM
SUBGRANT AGREEMENT

This Subgrant Agreement (Agreement) is effective September 1, 2021, by and between Operation Warm, Inc., with an office located at 50 Applied Bank Blvd, Ste 204, Glen Mills, PA 19342 ("Recipient"), and _____, with an office located at _____ (SUBRECIPIENT) (each a "Party" and collectively "Parties").

RECITALS

WHEREAS, Recipient has been awarded a first-tier subgrant from the Governor's Office of Faith-Based and Community Initiatives (GOFBCI) and the Ohio Department of Job and Family Services (ODJFS) as part of a larger grant agreement awarded to ODJFS by the federal Administration for Children and Families (USACF) under which subgrant agreement Recipient is to deliver a fixed quantity of winter coats and shoes ("Winter Apparel and Footwear") to minor children of families residing in Ohio that are eligible to receive such goods at no cost to them (the "Project"); and

WHEREAS, in accordance with the terms of the primary grant agreement to GOFBCI/ODJFS those entities are subject to certain contractual and regulatory requirements applicable to federal grant recipients and such recipients are required thereby to flow-down to lower tier subrecipients such requirements as are expressly required to be applicable to subrecipients; and

WHEREAS, in accordance with the terms of the subgrant agreement awarded to Recipient, it too is subject to certain contractual and regulatory requirements applicable to federal grant awardees and SUBRECIPIENTs which, in turn, it is required to flow-down to any second-tier subrecipients, which includes SUBRECIPIENT; and

WHEREAS, Recipient and SUBRECIPIENT desire to work together in support of the Project to timely facilitate (i) confirmation of family eligibility, and (ii) the distribution of Winter Apparel.

NOW THEREFORE, in consideration of the mutual promises set forth below, and such other consideration the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Background Information**. The Parties acknowledge the following information is relevant to the Project and this Agreement in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

a) Operation Warm Inc.'s Data Universal Numbering System (DUNS) number is 790354612.

b) SUBRECIPIENT's DUNS number is _____.

c) The Recipient is entitled to receive federal funds under its first-tier subgrant agreement up to a ceiling amount sufficient to cover the cost of items described in Paragraph 3 below.

d) The federal contacting agency is the U.S. Administration for Children & Families regional office, 233 N. Michigan Avenue, Suite 400, Chicago, IL 60601-5519, phone: (312) 353-4237.

e) The Catalogue of Federal Domestic Assistance (CFDA) number is 93.558.

f) The federal Grant Document Number is 1901OHTANF.

g) This Agreement is not for research and development purposes.

h) The federal award project description for this Agreement is summarized as follows: Temporary Assistance for Needy Families. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at http://usaspending.gov, under the Federal Award Title.

2. **Definitions**. The following terms are applicable to this Agreement:

a) For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".

b) For the purposes of this Agreement, the terms "equipment," "HHS awarding agency," "real property," "subaward," "subrecipient," "supplies," "suspension of award activities," and "termination" have the same meanings as provided in 45 CFR 75.

3. **Project Purpose, SUBRECIPIENT'S Activities**. This Agreement supports Recipient's efforts to provide up to 6,816 new winter coats and 7,500 pair of new athletic shoes to impoverished children residing in Ohio. Families eligible to receive Winter Apparel or Footwear must (A) complete the Program Eligibility Application, and (B) satisfy the needy family criteria established under TANF. SUBRECIPIENT agrees to assist Recipient by identifying eligible families and distributing all of the Winter Apparel or Footwear. SUBRECIPIENT activities include:

a) Provide to the parent or legal guardian of potentially eligible family participants the Program Eligibility Application included as Attachment 1 hereto and assist the parent or legal guardian in correctly completing the application, to include all required information, dates and signatures. SUBRECIPIENT shall require that it be provided the originally signed application from each family, and shall retain those records for not less than five (5) years after expiration or termination of this Agreement and shall, upon request, provide Recipient with either the original or a copy of each completed application, as may be requested. SUBRECIPIENT shall take all reasonable measures to insure the confidentiality of personally identifiable information (PII) and protect such PII from public dissemination, use or disclosure.

b) Recipient shall deliver to SUBRECIPIENT the quantity of Winter Apparel or Footwear required for distribution to eligible families and shall distribute such apparel to each eligible family. Recipient shall pay the cost of delivery to SUBRECIPIENT; SUBRECIPIENT shall pay the cost of distribution/ delivery to each eligible family.

c) SUBRECIPIENT is responsible for ensuring that it has been provided a complete application from each family and that the applicant satisfies all TANF eligibility criteria before distribution Winter Apparel or Footwear.

d) SUBRECIPIENT shall promptly provide Recipient with a final distribution report listing the quantity of all distributed Winter Apparel or Footwear and and shall certify the accuracy of that report. For avoidance of doubt, such report shall be provided within ten business days after expiration or termination of the Agreement. Under no circumstance may SUBRECIPIENT sell, offer to sell, donate or dispose of any surplus Winter Apparel or Footwear absent receipt of written disposition instructions from Recipient.

e) SUBRECIPIENT shall comply with all other terms and conditions of this Agreement.

4. **Compensation**. It is understood and agreed that SUBRECIPIENT shall receive no compensation from Recipient for the activities described herein, it being understood and agreed that the activities described herein shall be funded by SUBRECIPIENT through sources other than Recipient. For avoidance of doubt, SUBRECIPIENT shall not be entitled to receive from Recipient, and Recipient shall not obligated under any circumstance to provide, any monetary compensation for any services rendered by SUBRECIPIENT under this Agreement, and further, absent advance written authorization from Recipient, SUBRECIPIENT is prohibited from monetizing *(i.e*., offering to sell or selling) any of the Winter Apparel or Footwear items furnished by Recipient under this Agreement. Unauthorized monetization could give rise to regulatory enforcement penalties and other enforcement measures.

5. **Effective Date, Expiration**. This Agreement is effective as of September 1, 2021 and shall automatically expire on March 31, 2022, unless earlier terminated, or performance is completed prior to the expiration date.

6. **Suspension, Termination, Default**. Recipient may suspend performance or terminate this Agreement immediately upon delivery of a written notice to SUBRECIPIENT if:

a) Recipient discovers any illegal conduct by SUBRECIPIENT or any of its officers, directors, or employees; or

b) SUBRECIPIENT has materially breached any provision of this Agreement or failed to comply with those federal funding regulations that are expressly required to be applicable to subrecipients, including such requirements as are provided under 2 CFR Part 200 and 45 CFR 75, all of which are incorporated herein by reference and form a material part of this Agreement.

c) SUBRECIPIENT, upon receiving notice of suspension or termination, will immediately:

d) 1. Cease performance of the suspended or terminated all activities under this Agreement; and

e) 2. Provide Recipient copies of the completed Program Eligibility Applications.

f) Upon SUBRECIPIENT's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, Operation Warm, Inc. reserves the right to exercise any administrative, contractual, equitable, or legal remedy available without limitation.

7. **Merger, Modification, Assignment, Subawards**. This writing constitutes the entire agreement between Recipient and SUBRECIPIENT with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. Any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Neither this Agreement nor any rights or obligations contained herein may be assigned by SUBRECIPIENT without the prior written consent of Recipient. SUBRECIPIENT is not permitted to subcontract any part of the activities described herein without Recipient's prior written authorization.

8. **SUBRECIPIENT'S Certification of Compliance with Certain Conditions and Requirements.** SUBRECIPIENT accepts and provides the compliance certifications enumerated in Attachment 2, which is incorporated herein by reference and constitutes a material part of this Agreement.

9. **Choice Of Law, Disputes**. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except with respect to any requirements, terms, conditions embodied in or otherwise applicable under any federal statute, regulation, rule, or contract term incorporated herein or applicable hereto, which shall be construed and governed by federal precedent and federal law. Any disputes arising hereunder shall be subject first to direct negotiation between senior executives and, if not thereby resolved, by mediation using a single mediator satisfactory to Recipient and, if not thereby resolved, either Party may bring legal action in a court of competent jurisdiction and venue sitting in Pennsylvania.

Signature Page Follows:

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SIGNATURE PAGE

EACH PARTY, THROUGH THE SIGNATURES OF THE BELOW SIGNED INDIVIDUALS WARRANTS AND REPRESENTS THAT THE SIGNING OFFICIAL IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT. THE AGREEMENT IS EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

Operation Warm, Inc.
Recipient

Heather M. Connolly

Heather M. Connolly
Printed Name

Suite 204
50 Applied Bank Blvd.
Glen Mills, PA 19342

[Company Name Here]
SUBRECIPIENT

_____
Authorized Signature

_____
Printed Name

_____
Address line 1

_____
Address line 2