

**RESOLUTION APPROVING INTERAGENCY AGREEMENT BETWEEN THE ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES, ASHTABULA COUNTY CHILDREN SERVICES BOARD AND ASHTABULA COUNTY FOR THE KINSHIP CAREGIVER PROGRAM, TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF), CONTRACT #23-1000-TANF, ACDJFS**

WHEREAS, Patrick Arcaro, Director of the Department of Job and Family Services, has presented the following agreement for the approval of the Board, to-wit:

**Parties:** AC Department of Job and Family Services, 2924 Donahoe Dr., Ashtabula, OH 44004  
AC Children Services Board, 3914 C Court, Ashtabula, OH 44004  
Ashtabula County, 25 W. Jefferson St., Jefferson, OH 44047

**Term:** **Retroactive** to July 1, 2022 and ending June 30, 2023

**Scope:** An interagency agreement for Children Services to provide reasonable and necessary relief of child caring functions so that kinship caregivers can provide and maintain a home for a child in place of a child's parent.

**Cost:** **Not to Exceed**, \$100,370.00

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement, as noted above, is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2022-329

July 12, 2022

**RESOLUTION APPROVING INTERAGENCY AGREEMENT BETWEEN THE ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES, ASHTABULA COUNTY CHILDREN SERVICES BOARD AND ASHTABULA COUNTY FOR THE KINSHIP CAREGIVER PROGRAM, TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF), CONTRACT #23-1000-TANF, ACDJFS**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

**VOTE:**

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

**INTERAGENCY AGREEMENT**

**CONTRACT #23-1000-TANF**

**Between**

**COUNTY OF ASHTABULA, OHIO**  
**on behalf of**  
**Ashtabula County Job & Family Services**  
**and**  
**Ashtabula County Children Services Board**  
**(FY 2023)**

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This Agreement is entered into on this 1<sup>st</sup> day of July, 2022, by and between the **County of Ashtabula, on behalf of Ashtabula County Job & Family Services (“ACJFS”)**, having its principal place of business located at **2924 Donahoe Dr., Ashtabula, Ohio 44004** and **Ashtabula County Children Services Board (“ACCSB”)**, having its principal place of business located at **3914 C Court, Ashtabula, Ohio 44004**.

**WHEREAS**, the Parties are committed to determining and planning for the highest quality of life for the citizens of Ashtabula County while assuring the most efficient and effective usage of public funds; and

**WHEREAS**, in Ashtabula County family assistance programs are provided through ACJFS and children assistance services are provided through ACCSB as the Public Children Services Agency, and as such the Parties act as separate entities within the County government structure; and

**WHEREAS**, The Parties wish to enter into an Interagency Agreement for the purpose of expending funds for the Kinship Caregiver Program between a county family services agency and the Public Children Services Agency as allowed by the Ohio Department of Job & Family Services, when those agencies are not combined under the county structure.

**WHEREAS**, This Interagency Agreement was authorized through BOCC Resolution.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth below, the Parties agree as follows:

1. **Award Information:**

CFDA Title and Number: **TANF (Temporary Assistance for Needy Families) Block Grant-Kinship Caregiver Program Allocation 93.558.**

Award Name: **SFY 23 TANF Block Grant-Kinship Caregiver Program**

Award Amount: **One Hundred Thousand Three Hundred and Seventy Dollars and 00/100 (\$100,370.00).**

Program must meet TANF Allocation Purpose One: **To provide assistance to needy families so that children may be cared for in their own home or in the home of relatives.**

This funding must be used to assist kinship caregivers with providing and maintaining a home for a child in place of a child's parents by providing reasonable and necessary relief of child caring functions through family stabilization and caregiving services.

The benefits and/or services provided in KCP may not be "assistance" as defined in 45 C.F.R. 260.31(a)(10/1999); and are limited to benefits and/or services that are excluded from the definition of assistance pursuant to 45 C.F.R. 260.31(b)(10/1999).

The definition of a kinship caregiver is defined in the ORC 5101.85.

5101.85 Kinship caregiver defined.

As used in sections 5101.851 to 5101.853 of the Revised Code, "kinship caregiver" means any of the following who is eighteen years of age or older and is caring for a child in place of the child's parents:

(A) The following individuals related by blood or adoption to the child:

(1) Grandparents, including grandparents with the prefix "great," "great-great," or "great-great-great";

(2) Siblings;

(3) Aunts, uncles, nephews, and nieces, including such relatives with the prefix "great," "great-great," "grand," or "great-grand";

(4) First cousins and first cousins once removed.

(B) Stepparents and stepsiblings of the child;

(C) Spouses and former spouses of individuals named in divisions (A) and (B) of this section;

(D) A legal guardian of the child;

(E) A legal custodian of the child.

(F) Any non-relative adult, having a familiar and long-standing relationship or bond with the child, or family, which relationship or bond will ensure the child's social ties. The non-relative must be a legal guardian, or a legal custodian of the child.

2. Payments. Monthly invoices must be received by ACJFS no later than 45 days following the month of service provided. ACJFS will review such invoices for completeness and any information necessary before making payment within forty-five (45) days after receipt of an accurate invoice. Actual expenses will be reported monthly. Agreements will be reconciled periodically to ensure that payments do not exceed actual expenses for this agreement.

ACJFS will make payment on all invoices submitted in accordance with the terms of this Agreement. The final invoice, clearly marked "Final", must be submitted within 30 days of the expiration date of this Agreement. This marked "Final" invoice releases and discharges ACDJFS from all further claims and obligations under this agreement upon payment of this final invoice.

Weekly child care payments will not exceed the Ohio Administrative Code Chapter 16, rule 5101:2-16-41, Appendix A, per the county of care. If the provider that is being utilized is not licensed by the state of Ohio but is charging less than the state of Ohio non-rated ceiling rate, per the county of care, the lower amount will be paid. If the provider that is being utilized is a state of Ohio licensed provider, that provider will be paid their base rate, per the county of care and if applicable the percentage of star ratings and/or non-traditional hours (Exhibit I).

- (a) Non-traditional hours are hours between seven p.m. and six a.m. on weekdays and between twelve a.m. Saturday and six a.m. Monday.

(b) Non-traditional hours include any hours of care provided on New Year's day, Martin Luther King, Jr. day, Memorial day, Independence day, Labor day, Thanksgiving day and Christmas day.

Applications for the Kinship Caregiver Program must be submitted to Ashtabula County Children's Services and forwarded to Ashtabula County Job & Family Services. The CDJFS is responsible for setting and determining eligibility for services and benefits provided through PRC. Ashtabula County Children Services Board will be responsible for the Kinship Caregiver Program services. The services under the Kinship Caregiver Program are as follows:

**Caregiving services:** Weekly child care payments cannot exceed one full-time provider and one part-time provider per child. State Ceiling Rate chart attached (Exhibit I).

**Stabilization services:** Weekly child care payments cannot exceed one full-time provider and one part-time provider per child. State Ceiling Rate chart attached (Exhibit I). Child care services, under Stabilization, cannot exceed \$4500 per four (4) months, in a twelve (12) month period, per child and Stabilization services for basic needs of the child, cannot exceed \$1750 per four (4) months, in a twelve (12) month period, per child (Exhibit II).

**Invoice Format:** ACCSB's invoice will consist of:

(a) A one-page summary invoice signed by an authorized representative and will include:

- Name of Program
- Service month and year
- Public children service's name, address, telephone number and billing contact person's name
- Total amount of invoice for the month

(b) A spreadsheet (Excel or other approved format agreed to by both parties) inclusive of all allowable expenses incurred during the service month for provision of the program.

(c) A spreadsheet (Excel or other approved format agreed to by both parties) inclusive of all participants for the service month to include:

- Participant last name
- Participant first name
- Participant last four digits of social security number
- Participant cost for services/hours/days attended.

3. **Capacity to Execute.** Each party hereby certifies that all actions necessary to execute this Interagency Agreement were taken and that the person executing this Interagency Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
4. **Term.** This Agreement shall be in effect retroactively to July 1, 2022 and shall end June 30, 2023.
5. **Services and Deliverables.** If funding is no longer available, the Kinship Caregiver Program shall end and any county department of job and family services or public children services agency shall not be held responsible for payment of services.

6. **Reports and Records.** ACCSB shall maintain and provide to ACJFS, upon demand, the following records and reports:
  - a. Accounting and fiscal records adequate to enable ACJFS or the County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Intergovernmental Agreement are used for the purposes stated in this Interagency Agreement.
  - b. Other records and reports as required by the County to enable the County to comply with Local, State of Ohio and Federal statutes and regulations, including the Ashtabula County Kinship Caregiver Program Services Application for each child applying (Exhibit III).
  - c. All records pertaining to this project shall be retained and made available for a minimum of three (3) years after ACCSB receives the last reimbursement pursuant to this Intergovernmental Agreement.
7. **Responsibility for Audit Exceptions.** ACCSB agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate State or Federal audit authority directly related to errors that arise from the actions of ACCSB relative to the provisions of this Interagency Agreement. If an appropriate State or Federal audit authority determines compliance has not been achieved, ACCSB will be responsible for taking prompt corrective action, including paying amounts resulting from an adverse finding, sanction or penalty, in so far as such noncompliance arises solely from the actions of ACCSB. In the event that such auditor finds the error arose from the actions of ACJFS, ACJFS agrees to accept responsibility for their respective obligations.
8. **Limitation of Liability.** The County, ACCSB and ACJFS are public entities and their liability is governed under the provisions of Chapter 2744 of the Ohio Revised Code.
9. **Relationship of Parties.** The parties agree that at no time shall the relationship between the parties under this Interagency Agreement be construed, held out, considered a joint venture or principal-agent.
10. **Federal Compliance.** Notwithstanding other provisions in this Agreement, ACCSB will comply with the following provisions, as outlined in Section 5101:9-4-07 (K) of the Ohio Administrative Code, as applicable. Compliance with these provisions does not relieve ACCSB of having to comply with all other provisions of this Agreement.
  - a. **Equal Employment.** ACCSB will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor Regulations (41 C.F.R. Chapter 60).
  - b. **Davis-Bacon.** ACCSB will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in U.S. Department of Labor Regulations (29 C.F.R. Part 5).
  - c. **Copeland "Anti-Kickback" Act.** ACCSB will Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor Regulations (29 C.F.R. Part 3).


- d. Contract Work Hours and Safety Standards Act. ACCSB will comply with § 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by in U.S. Department of Labor Regulations (29 C.F.R. Part 5).
  - e. Environmental. ACCSB will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15).
  - f. Energy Efficiency. ACCSB will comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
11. Miscellaneous.
- a. Assignment. Neither party shall assign its right or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
  - b. Integration. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
  - c. Waiver. The remedies contained in this Agreement will be cumulative, and additional to any remedies provided by law or equity. No waiver of a breach of any provision of this Agreement will constitute a waiver of any other provisions.
  - d. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
  - e. Compliance. ACCSB agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
  - f. Ethics Compliance. ACCSB, ACJFS and the County agree to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this Agreement, ACCSB certifies to be in compliance with these provisions.
  - g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws. Any litigation arising under this Agreement must be litigated in the Ashtabula Municipal Court or the Ashtabula County Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

Therefore, the below listed parties enter into this Interagency Agreement:


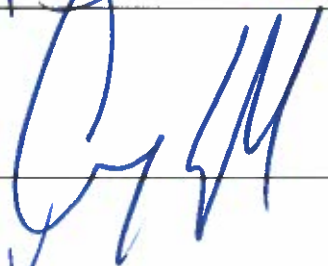

**SIGNATURES:**

  
\_\_\_\_\_  
Patrick J. Arcaro, Executive Director  
Ashtabula County Job & Family Services

6/28/2022  
Date

  
\_\_\_\_\_  
Tania Burnett, Executive Director  
Ashtabula County Children Services Board

7/1/2022  
Date

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Ashtabula County Board of Commissioners

7-12-22  
Date

# Exhibit I

## Fee Schedule

# Category 1 - Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Participating in SUTQ

Center and Type A Homes			
	Full Time	Part Time	Hourly
Infant	\$152.10	\$98.18	\$6.82
Toddler	\$140.39	\$88.54	\$5.77
Pre-School	\$130.00	\$72.80	\$4.35
School Age	\$67.60	\$46.39	\$4.27
School Age Summer	\$115.43	\$67.60	\$4.36

Licensed Type B Homes			
	Full Time	Part Time	Hourly
Infant	\$145.60	\$80.89	\$4.65
Toddler	\$135.20	\$88.90	\$3.64
Pre-School	\$124.80	\$82.09	\$3.86
School Age	\$108.16	\$74.56	\$3.38
School Age Summer	\$124.83	\$78.00	\$3.84

BROWN

CHAMPAIGN

FAYETTE

FULTON

GALLIA

GUERNSEY

HOCKING

MERCER

MUSKINGUM

PAULDING

PUTNAM

ROSS

SCIOTO

VAN WERT

VINTON

WILLIAMS

WYANDOT

BORDER STATE PROVIDERS

# Category 1 - Non-Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Not Participating in SUTQ

<b>Center, Day Camps, Type A Homes, ODE Programs</b>			
	Full Time	Part Time	Hourly
Infant	\$146.25	\$94.40	\$6.56
Toddler	\$134.99	\$85.13	\$5.55
Pre-School	\$125.00	\$70.00	\$4.18
School Age	\$65.00	\$44.61	\$4.11
School Age Summer	\$110.99	\$65.00	\$4.19

<b>Licensed Type B Homes</b>			
	Full Time	Part Time	Hourly
Infant	\$140.00	\$77.78	\$4.47
Toddler	\$130.00	\$85.48	\$3.50
Pre-School	\$120.00	\$78.93	\$3.71
School Age	\$104.00	\$71.69	\$3.25
School Age Summer	\$120.03	\$75.00	\$3.69

BROWN

CHAMPAIGN

FAYETTE

FULTON

GALLIA

GUERNSEY

HOCKING

MERCER

MUSKINGUM

PAULDING

PUTNAM

ROSS

SCIOTO

VAN WERT

VINTON

WILLIAMS

WYANDOT

BORDER STATE PROVIDERS

# Category 2 - Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Participating in SUTQ

Center and Type A Homes			
	Full Time	Part Time	Hourly
Infant	\$187.20	\$116.49	\$8.12
Toddler	\$171.60	\$103.36	\$7.28
Pre-School	\$151.60	\$85.80	\$5.39
School Age	\$104.00	\$60.82	\$5.20
School Age Summer	\$142.02	\$87.10	\$6.18

Licensed Type B Homes			
	Full Time	Part Time	Hourly
Infant	\$155.70	\$104.00	\$5.66
Toddler	\$154.96	\$100.88	\$5.22
Pre-School	\$135.20	\$98.78	\$5.89
School Age	\$114.40	\$79.81	\$5.20
School Age Summer	\$130.00	\$96.72	\$6.24

- |            |          |          |            |
|------------|----------|----------|------------|
| ADAMS      | ALLEN    | ASHLAND  | ASHTABULA  |
| CARROLL    | CLARK    | CLINTON  | COLUMBIANA |
| COSHOCTON  | CRAWFORD | DARKE    | DEFIANCE   |
| ERIE       | HANCOCK  | HARDIN   | HENRY      |
| HIGHLAND   | HOLMES   | HURON    | JACKSON    |
| LAWRENCE   | LICKING  | LOGAN    | MADISON    |
| MEIGS      | MIAMI    | PERRY    | PICKAWAY   |
| PIKE       | PREBLE   | RICHLAND | SANDUSKY   |
| SENECA     | SHELBY   | STARK    | TUSCARAWAS |
| WASHINGTON | WAYNE    |          |            |

# Category 2 - Non-Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Not Participating in SUTQ

Center, Day Camps, Type A Homes, ODE Programs			
	Full Time	Part Time	Hourly
Infant	\$180.00	\$112.01	\$7.81
Toddler	\$165.00	\$99.38	\$7.00
Pre-School	\$145.77	\$82.50	\$5.18
School Age	\$100.00	\$58.48	\$5.00
School Age Summer	\$136.56	\$83.75	\$5.94

Licensed Type B Homes			
	Full Time	Part Time	Hourly
Infant	\$149.71	\$100.00	\$5.44
Toddler	\$149.00	\$97.00	\$5.02
Pre-School	\$130.00	\$94.98	\$5.66
School Age	\$110.00	\$76.74	\$5.00
School Age Summer	\$125.00	\$93.00	\$6.00

ADAMS

ALLEN

ASHLAND

ASHTABULA

CARROLL

CLARK

CLINTON

COLUMBIANA

COSHOCTON

CRAWFORD

DARKE

DEFIANCE

ERIE

HANCOCK

HARDIN

HENRY

HIGHLAND

HOLMES

HURON

JACKSON

LAWRENCE

LICKING

LOGAN

MADISON

MEIGS

MIAMI

PERRY

PICKAWAY

PIKE

PREBLE

RICHLAND

SANDUSKY

SENECA

SHELBY

STARK

TUSCARAWAS

WASHINGTON

WAYNE

# Category 3- Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Participating in SUTQ

Center and Type A Homes			
	Full Time	Part Time	Hourly
Infant	\$238.49	\$156.00	\$7.57
Toddler	\$208.00	\$140.40	\$12.29
Pre-School	\$187.20	\$117.87	\$6.50
School Age	\$114.40	\$76.03	\$6.24
School Age Summer	\$170.35	\$109.58	\$6.49

Licensed Type B Homes			
	Full Time	Part Time	Hourly
Infant	\$156.00	\$115.16	\$6.24
Toddler	\$156.00	\$104.00	\$6.24
Pre-School	\$140.40	\$100.87	\$6.20
School Age	\$124.80	\$83.20	\$5.98
School Age Summer	\$130.43	\$100.44	\$6.43

ATHENS

AUGLAIZE

BELMONT

BUTLER

CLERMONT

CUYAHOGA

DELAWARE

FAIRFIELD

FRANKLIN

GEAUGA

GREENE

HAMILTON

HARRISON

JEFFERSON

KNOX

LAKE

LORAIN

LUCAS

MAHONING

MARION

MEDINA

MONROE

MONTGOMERY

MORGAN

MORROW

NOBLE

OTTAWA

PORTAGE

SUMMIT

TRUMBULL

UNION

WARREN

WOOD

# Category 3 - Non-Rated

Weekly Payment Rates for Providers of Publicly Funded Child Care Not Participating in SUTQ

<b>Center, Day Camps, Type A Homes, ODE Programs</b>			
	Full Time	Part Time	Hourly
Infant	\$229.32	\$150.00	\$7.28
Toddler	\$200.00	\$135.00	\$11.82
Pre-School	\$180.00	\$113.34	\$6.25
School Age	\$110.00	\$73.11	\$6.00
School Age Summer	\$163.80	\$105.37	\$6.24

<b>Licensed Type B Homes</b>			
	Full Time	Part Time	Hourly
Infant	\$150.00	\$110.73	\$6.00
Toddler	\$150.00	\$100.00	\$6.00
Pre-School	\$135.00	\$96.99	\$5.96
School Age	\$120.00	\$80.00	\$5.75
School Age Summer	\$125.41	\$96.58	\$6.18

ATHENS

AUGLAIZE

BELMONT

BUTLER

CLERMONT

CUYAHOGA

DELAWARE

FAIRFIELD

FRANKLIN

GEAUGA

GREENE

HAMILTON

HARRISON

JEFFERSON

KNOX

LAKE

LORAIN

LUCAS

MAHONING

MARION

MEDINA

MONROE

MONTGOMERY

MORGAN

MORROW

NOBLE

OTTAWA

PORTAGE

SUMMIT

TRUMBULL

UNION

WARREN

WOOD

# Exhibit II

## Child care/Caregiving & Stabilization service definitions and procedures

### Definitions:

- Infant: a child under eighteen months of age.
- Toddler: a child who is at least eighteen months of age but is less than three years of age.
- Preschool child: a child who is three years old or older but is not a school child.
- School-age child: a child who is enrolled in and attending a grade of kindergarten or above, has not attained 18 years of age, or has not attained 19 years of age and is a full-time student in a secondary school or in the equivalent level of vocational or technical training.
- A week is the seven-day period from twelve a.m. Sunday to fifty-nine minutes after eleven p.m. Saturday.
- The school year is defined as the first Sunday in September through the last Saturday in May. Summer school age rates shall be in effect outside of the school year.

### Categories of payment for hours of care:

Hourly, which is less than 7.0 hours per week.

Part-time weekly which is 7.0 to less than 25.0 hours per week.

Full-time weekly, which is 25.0 to 60.0 hours per week.

### The base payment rate for providers shall be determined as follows:

The base rate shall be the lower of these two:

The rate that is shown in appendix A, per the county of care, based on participation in step up to quality (SUTQ); or

The provider's customary charge to the public.

### Notice of Approval/Denial

- If it is determined that an application for PRC is approved, the ODJFS 4074 "Notice of Approval of Your Application for Assistance" shall be mailed or otherwise delivered. If application is for a service, a copy of the approval will be forwarded to the service provider, indicating the authorization of services by the ACJFS.
- If it is determined that an application for PRC services is denied, the ACJFS shall mail or otherwise deliver the ODJFS 7334 "Notice of Denial of Your Application for Assistance". If the application is for a PRC service, a copy of the denial will be forwarded to the service provider.
- Pursuant to rules 5101:6-2-02 and 5101:6-2-04 of the Ohio Administrative Code, a written notice of denial, or an intent to withhold, reduce, suspend, or terminate KCP services will be provided to the household, and to PCSA.
- The PRC applicant will be given the opportunity to select a provider or vendor. Under no circumstances will an employee of the Ashtabula County Job & Family services be an approved vendor.
- Once eligibility for PRC is established, authorization shall occur and a payment for the benefits or services will be generated. Payment to the vendor is made according to the procedures in place. The ACJFS is a tax-exempt government unit and, as such, will not pay taxes owed by any assistance group (AG) member. Policy has been written to ensure all auditing requirements are maintained.

### Program eligibility requirements:

1. Submit a completed KCP application for the services that are being requested.
2. For the stabilization service, the assistance group shall include only a minor child residing with a kinship caregiver.
3. For the caregiving service, the assistance group shall include a minor child residing with a kinship caregiver, a kinship caregiver, or married adult kinship caregivers, and all minor children.

4. Each member of the assistance group shall:
  - a) Have or have applied for a social security number.
  - b) Be a United States citizen or non-citizen national or qualified alien as those terms are defined in rule 5101:1-2-30 of the Administrative Code;
  - c) Not owe any of the cost of fraudulent TANF assistance paid to the individual; and
  - d) Have been afforded the opportunity to register to vote (when applicable).
5. The assistance group shall have gross income of less than two hundred percent of the federal poverty level. Income received during the past 30 days shall be used as an indicator of the income that is and will be available to the assistance group. If this income is not an indicator of anticipated income, for the current certification period, or if the income fluctuates to the extent that a thirty-day period alone cannot provide an accurate indication of anticipated income, a longer period of past time will be used to calculate the anticipated fluctuations in future income.
6. A redetermination of TANF eligibility for KCP shall be required no less than every twelve (12) months from determination of initial eligibility. "Eligibility period" means a period of at least twelve (12) months that a household is determined for the KCP, or until the household no longer meets eligibility requirements or requests termination. The eligibility period shall end on the last day of the previous month that eligibility was determined.
7. The assistance group shall inform the county agency within ten (10) days if no member of the assistance group is participating in an approved activity (as explained below in #5 of Caregiving Services), or if the child is no longer residing with the kinship caregiver.
8. If the biological parent(s) of a kinship child moves into the household, this change must be reported within ten days, as the household then becomes ineligible for KCP service, due to the biological parent living in the household.

**Stabilization Services:**

Required elements of the stabilization service have been designed to transition the child into and maintain child in the home of the kinship caregiver.

1. The assistance group shall include a minor child residing with a kinship caregiver, AG of 1.
2. Income of the minor child is reviewed against the 200% Federal Poverty Level.
3. Services shall not exceed four (4) months, in a twelve (12) month period.
4. Examples of stabilization benefits include; but are not limited to child care services; or incidentals incurred within taking on the responsibility of caring for a child unexpectedly (i.e. purchases for basic needs such as cribs/beds, food vouchers, clothing vouchers, diapers, etc.).
5. The benefit amount shall not exceed \$1500.00 per four (4) months, in a twelve (12) month period for basic needs, per child. Effective July 1, 2022, the amount increases to \$1750.00.
6. The benefit amount shall not exceed \$4086.00 per four (4) months, in a twelve (12) month period for child care services, per child. Effective July 1, 2022, the amount increases to \$4500.00.
7. According to 45 CFR 260.30: A minor child is defined as an individual who has not yet attained the age of 18 years of age; or has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training).

Stabilization Benefits include, but are not limited to; child care services; or incidentals incurred when taking on the responsibility of caring for a child unexpectedly. We want to offer relief to the kinship caregiver(s), improve stability for the kinship family, provide opportunities for the child(rens) growth and development and meet the demands of the kinship family's work/family life opportunities.

- Clothing for the children which can include shoes, socks, undergarments, coats, hats, gloves, boots, snow pants.
- Groceries (excludes tobacco and alcohol purchases)
- Hygiene items
- Baby items; diapers, wipes, formula, car seats, highchairs, strollers
- Children's school uniforms, school supplies, school fees, tutoring services
- Child Care registration fees and field trip or other participation fees at child care provider

- Fees and expenses (monthly dues, participation fees, shoes, supplies, equipment, instruments, costumes/uniforms, etc.) related to social enrichment activities such as YMCA memberships, team sport costs, or participation in other community organized activities that promote education and/or encourage positive interactions with family and/or community members.
- Cribs, beds, linens, bedding and all furniture associated with housing stability
- Home Safety items and baby proofing items which are not permanently attached to real property (fire extinguishers, smoke alarms/carbon monoxide detectors, door alarms and locks, baby gates, electric outlet plugs, cabinet door latches and 2<sup>nd</sup> floor escape ladder (two story homes only and no alternate escape route is in place)
- Legal services to establish guardianship, placement or custodial care when agreed among all parties. Limit not to exceed \$500.00.
- Tools, safety glasses, other required equipment not provided by the employer, boots, uniforms, work clothes, fingerprinting for the kinship child and/or caregiver for employment when not provided by the employer
- Appliances: stove, refrigerator, freezer, washer/dryer, vacuum
- Plumbing, flooring, heating, air conditioning, hot water tank, lead home inspection/abatement, prevention and/or remediation of lice, bedbugs, etc. associated with housing health and safety
- Rental assistance, security deposits, mortgage assistance to prevent foreclosure, eviction, overcrowding or unsafe conditions. Rental lease and/or mortgage must be the primary residence of the assistance group.
- Utility assistance: Fuel oil, wood, coal, gas, cooking fuel, electric, water, sewage, telephone.
- Driver's education fees, license plate fees for vehicles only, state id/driver's license fees for kinship caregiver(s) and kinship child(ren) only
- Short-term payment of auto loan or lease to prevent vehicle from being repossessed. Auto needed for employment, training or health related transportation. Kinship caregiver must be owner or leaser of the vehicle.
- Car repairs, tires that are necessary to the operation and/or the safety of the vehicle.
- Automobile insurance (Minimum and necessary coverage required by Ohio law) that is required to operate a vehicle for employment, training or health related transportation. The vehicle must be owned or leased by the kinship caregiver.
- Transportation to necessary services not to exceed \$200 in the 4 month period.

#### Caregiving Services:

Required elements of the caregiving service:

1. The assistance group shall include a minor child residing with a kinship caregiver, a kinship caregiver, or married adult kinship caregivers, and all minor children.
2. The assistance group shall have a gross income of less than the 200% Federal Poverty Level. Counted income will be the KCP minor child(ren) and adult(s) kinship caregiver(s), who are applying for the KCP services. Children who are not applying for KCP services, and who are not a sibling to the KCP child applicant will have their income excluded from the household. Sibling means any blood-related, step-sibling by marriage or adopted brothers and sisters.
3. Benefits are limited to reimbursement to the kinship caregiver for, or direct payment to, a third-party individual or entity to administer to the needs of a minor child. The caregiving service may be provided at a licensed or unlicensed provider or may take place in the home of the kinship caregiver. The care may include care designed to provide temporary relief of child caring functions.
4. The minor child for who caregiving services are being provided shall be:
  - a) Under age thirteen at the time of the application and may remain eligible until they turn thirteen; or
  - b) Be under age eighteen at the time of the application if the child meets the definition of special needs pursuant to the rule 5101:2-16-01 of the Administrative Code and, may remain eligible until they turn eighteen.

5. The kinship caregiver of other members of the assistance group shall be participating in one of the following approved activities:
  - a) Paid employment on a full-time or part-time basis.
  - b) A training or education activity that prepares the caretaker for paid employment.
  - c) Participating in one or more work activities as a condition of eligibility for either Ohio Works First (OWF) or the supplemental nutrition assistance program (SNAP).

**Absence Days and Pandemic Days:**

We will honor the following parts of rule 5101:2-16-10 and definition from 5101:2-16-01.  
Effective March 13, 2020 based off the emergency rule change which can be found on Manual Transmittal Letter 150, Child Care Center Manual Transmittal Letter No. 22 & Family Child Care Manual Transmittal Letter No. 12.

**(J) Is a provider compensated when a child is absent from the program?**

- (1) A child is eligible for a maximum of twenty absent days during each six-month period of January through June and July through December of each state fiscal year.
- (2) Absent days are defined in rule 5101:2-16-01 of the Administrative Code. (A)"Absent day" means any day that a child is authorized and scheduled to be in the care of the provider, but is not in attendance, and child care would have been provided had the child been present with the provider
- (3) A provider may be paid for an absent day for which a child is eligible. An absent day shall not be paid prior to actual attendance at the authorized program. The attendance shall be documented by a recorded in time and a recorded out time, and shall have occurred on any day in the previous rolling twelve months.
- (4) The value of an absent day is based on the child's authorized hours for care, as follows: (There are no authorized hours for the KCP children, so the value of the absent day will be based off the attendance for the week for the child)
  - (a) For a full-time or a full-time plus authorization, the value of an absent day is eight hours.
  - (b) For a part-time or an hourly authorization, the value of an absent day is five hours.

**(O) Are providers compensated for pandemic days?**

- (1) A pandemic day means a day in which the provider would normally provide child care for currently enrolled children but were advised to close by the Ohio Department of health (ODH) or the local health department or closed in compliance with guidance from the ODH and the United States centers for disease control and prevention (CDC) as a result of the COVID-19 pandemic.
- (2) Providers are eligible for thirty-five pandemic days per fiscal year.
- (3) The provider will provide ODJFS written documentation of the advisory to close. Failure to provide the documentation may result in the pandemic days not being paid.
- (3) The value of a pandemic day is based on a child's authorized hours for care, as follows: (There are no authorized hours for the KCP children, so the value of the pandemic day will be based off the attendance for the week for the child)
  - (a) For a full-time or a full-time plus authorization, the value of a pandemic day is eight hours.
  - (b) For a part-time or an hourly authorization, the value of a pandemic day is five hours.

# Exhibit III



## KINSHIP CAREGIVER PROGRAM Information and Application

The Kinship Caregiver Program (KCP) is offered through the Ohio Department of Job and Family Services to provide financial support to people providing ongoing stability, support, and guidance for children unable to live with their parents.

There are two parts to the program, each with different benefits and eligibility criteria.

**Stabilization Services** – Financial assistance for the purchase of goods like food, clothing, diapers, cribs/beds, and/or childcare services. These benefits are limited to four months in a twelve-month period, and eligibility is based on the income of only the child.

**Caregiving Services** – Childcare services for a child under the age of 13, or special needs children up to age 18. This benefit may be used for the full twelve months in a twelve-month period, and eligibility is based on the income of both the child and the adult caregiver(s).

Detailed descriptions of both parts of the program, and the eligibility criteria are provided at the end of the application.

A separate application must be completed for each child in the kinship home and is designed to facilitate the option of applying for only one part of the program (stabilization or caregiving), or to apply for both parts at one time.

\*Kinship Caregiver is defined in the ORC 5101.85 as any of the following who is eighteen years of age or older & is caring for a child in place of the child's parents: (A) The following individuals related by blood or adoption to the child:(1) Grandparents, including grandparents with the prefix "great," "great-great," or "great-great-great";(2) Siblings;(3) Aunts, uncles, nephews, & nieces, including such relatives with the prefix "great," "great-great," "grand," or "great-grand";(4) First cousins & first cousins once removed.(B) Stepparents & stepsiblings of the child;(C) Spouses & former spouses of individuals named in divisions (A) & (B) of this section;(D) A legal guardian of the child;(E) A legal custodian of the child. The bill expands the definition to include any non-relative adult, having a familiar and long-standing relationship or bond with the child, or the family, which relationship or bond will ensure the child's social ties. The non-relative must be a legal guardian, or a legal custodian of the child.



**Complete this section if you are applying for ONLY Stabilization Services**



**Stabilization Services shall not exceed four (4) months in a twelve (12) month period.**

**Examples of Stabilization Services include but are not limited to child care services; or incidentals incurred when taking on the responsibility of caring for a child unexpectedly (i.e. purchases for basic needs such as cribs/beds, food vouchers, clothing vouchers, diapers, etc.).**

**Please refer to detailed description above if more information is needed about the service or reach out to Jasmine Hopson.**

**Based on Kinship Child's income only**

The kinship child shall have gross income of less than 200% of the Federal Poverty Level. Complete the chart below regarding all income that the kinship child has received in the past 30 days & provide verification. (Examples: Social Security Benefits, Child Support, Caretaker Cash, etc.)

Source of Income	Monthly Income amount

**\*\*\* Please provide copies of the Kinship Child's Social Security Card & Birth Certificate to meet the requirements for an application of a social security number and citizenship. Please provide a copy of the court order to verify placement.**

**Complete this section if you are applying for ONLY Caregiving Services**



What are Caregiving Services? Child Care Services for the kinship child under the age of 13 OR under the age of 18 and meeting the definition of special needs. The kinship caregiver (s) shall be participating in an approved activity.

Please refer to detailed description above if more information is needed about the service or reach out to Jasmine Hopson.

**Based on Kinship Child and Adult Kinship Caregiver(s) income**

LIST ALL OTHER HOUSEHOLD MEMBERS, INCLUDING ALL OTHER MINOR CHILDREN:

Name	Relationship to Kinship Caregiver Applicant	Social Security Number	Date of Birth	Is the individual a United States citizen or non-citizen national or qualified alien as those terms are defined in rule 5101:1-2-30 of the Administrative Code?
1.				
2.				
3.				
4.				
5.				
6.				

\*\*\* FOR ADDITIONAL PERSONS USE ADDITIONAL SHEETS \*\*\*

**\*\*\* Please provide copies of Social Security Cards & Birth Certificates for all household members to meet the requirements for an application of a social security number & citizenship. Please provide a copy of the court order to verify placement.**

**What is the Kinship Caregiver(s) qualifying activity?**

- Paid employment on a full-time or part-time basis
- A training or education activity that prepares the caretaker for paid employment
- Participating in one or more work activities as a condition of eligibility for either Ohio works first (OWF) or the supplemental nutrition assistance program (SNAP)

The assistance group shall have a gross income of less than the 200% Federal Poverty Level. Counted income will be the KCP minor child(ren) & adult(s) kinship caregiver(s), who are applying for the KCP services. Children who are not applying for KCP services & are not a sibling to the KCP child applicant, will have their income excluded from the household. Sibling means any blood-related, stepsibling by marriage or adopted brothers & sisters. Complete the chart below regarding all income received in the past 30 days & **provide verification**. (Examples: Social Security Benefits, Child Support, Caretaker Cash, Pay Stubs, etc.)

Name of individual with Income	Source of Income	Monthly Income Amount

# ASHTABULA COUNTY STABILIZATION AND CAREGIVING SERVICES

## KINSHIP CAREGIVER PROGRAM

### PREVENTION, RETENTION, AND CONTINGENCY SERVICES APPLICATION

- I understand that this application will be considered without regard to race, color, ancestry, sex, age, handicap, religion, or nation origin. To the best of my knowledge and belief, the answers on this application are complete & correct. I understand that the law provides penalty of fine or imprisonment, or both, for anyone convicted of accepting assistance for which he or she is not eligible. I state under penalty of perjury that all information is true & complete to the best of my knowledge.
- By signing this application, I am authorizing Ashtabula County Job & Family Services (ACJFS) to explore & determine eligibility for the Kinship Caregiver Program (KCP), in accordance with Substitute H.B. 166 of the 133<sup>rd</sup> General Assembly effective, 7/1/19. ACJFS may contact other departments or agencies (examples: Children Services Board, Social Security Administration, Child Support Enforcement, etc.) to assist in the eligibility determination, which could include, but not limited to, phone calls, faxes, e-mails, electronic verification systems, etc.
- Weekly childcare payments will not exceed the Ohio Administrative Code Chapter 16, rule 5101:2 -16-10, Appendix A, per the county of care. If the provider I am utilizing is not licensed by the state of Ohio but is charging less than the state of Ohio non-rated ceiling rate, per county of care, the lower amount will be paid. If I am utilizing a state of Ohio licensed provider, that provider will be paid their base rate, per county of care & if applicable the percentage of the star ratings & or non-traditional hours.
- A caregiver receiving KCP Services shall report to Ashtabula County Job & Family Services, any changes which affect eligibility for the KCP, including income, if no member of the assistance group is participating in an approved activity (when applicable for Caregiving Services), the child's placement to another household, or if the biological parent(s) of a kinship child moves into the household. The caregiver shall report changes within ten calendar days of the date the change occurs. If the caregiver fails to comply with the ten-day reporting requirement, the county agency will pursue a determination of & recovery for any overpayment.
- The benefits and/or services provided in KCP may not be "assistance" as defined in 45 C.F.R. 260.31 (a) (10/1999); & are limited to benefits &/or services that are excluded from the definition of assistance pursuant to 45 C.F.R. 260.31 (b) (10/1999).
- A redetermination of TANF PRC eligibility for Stabilization and Caregiving Services, KCP shall be required no less than every twelve months from determination of initial eligibility. "Eligibility period" means a period of at least twelve months that a household is determined for the KCP, or until the household no longer meets eligibility requirements or requests termination. The eligibility period shall end on the last day of the previous month that eligibility was determined.
- Stabilization Services: The assistance group shall include a minor child residing with a kinship caregiver. Income for the minor child is reviewed against the 200% Federal Poverty Level. Services shall not exceed four (4) months in a twelve (12) month period. Examples of stabilization benefits include but are not limited to childcare services: or incidentals incurred when taking on the responsibility of caring for a child unexpectedly (i.e. purchases for basic needs such as cribs/beds, food vouchers, clothing vouchers, diapers, etc.) The benefit amount for stabilization services is limited monetarily per child & is subject to change each program year. According to 45 CFR 260.30: A minor child is defined as an individual who has not yet attained the age of 18 years of age; or has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocation or technical training).
- Caregiving Services: The assistance group shall include a minor child residing with a kinship caregiver, a kinship caregiver, or married adult kinship caregivers, & all minor children. The assistance group shall have a gross income of less than the 200% Federal Poverty Level. Counted income will be the KCP minor child(ren) & adult(s) kinship caregiver(s), who are applying for the KCP services. Children who are not applying for KCP services, & who are not a sibling to the KCP child applicant, will have their income excluded from the household. Sibling means any blood -related, stepsibling by marriage or adopted brothers & sisters. Benefits are limited to reimbursement to the kinship caregiver for, or direct payment to, a third-party individual or entity to administer to the needs of a minor child. The caregiving service may be provided at a licensed or unlicensed provider or may take place in the home of the kinship caregiver. The care may include care designed to provide temporary relief of child caring functions. The minor child for who caregiving services are being provided shall be: (a) Under age thirteen at the time of the application & may remain eligible until they turn thirteen; or (b) Be under age eighteen at the time of the application if the child meets the definition of special

needs pursuant to the rule 5101:2-16-01 of the Administrative Code &, may remain eligible until they turn eighteen. The kinship caregiver or other members of the assistance group shall be participating in one of the following approved activities: (a) Paid employment on a full-time or part-time basis. (b) A training or education activity that prepares the caretaker for paid employment. (c) Participating in one or more work activities as a condition of eligibility for either Ohio Works First (OWF) or the supplemental nutrition assistance program (SNAP).

- Assistance issued under the PRC/KCP will not affect future household eligibility for other PRC benefits. Funding for this program is separate from the funding allocated for PRC. Ashtabula PCSA shall use these funds to provide direct services for the Kinship Caregiver Program.
- KCP benefits in Ashtabula County are only available to assistance groups who have not received KCP benefits during the previous twelve (12) months in any other county in the State of Ohio.
- I understand that KCP is based on available funding. Once the funding runs out, the program will be discontinued.

Signature of Kinship Caregiver:	Date:
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**Right to a State Hearing:** You have a right to a state hearing before the Ohio Department of Job and Family Services if your application is denied or if you disagree with any other actions taken on your application. For a complete explanation of your hearing rights and the hearing process, please read the JFS 04059 "Explanation of State Hearing Procedures." A copy of the JFS 04059 should be given to you along with this application form.



**Signature Page**

Re: An agreement between **Ashtabula County Job & Family Services** and **Ashtabula County Children Services Board** for a **TANF Transfer Interagency Agreement for FY 2023**.

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole  
Ashtabula County Prosecutor

Date: 6.30.22  
MJH 6.30.22

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2022 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$50,185.00** and free from any previous encumbrances.

Agreement Title: a TANF Services Sub-Grant Agreement between Ashtabula County Job & Family Services and **Ashtabula County Children Services Board**.



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**David Thomas**  
Ashtabula County Auditor

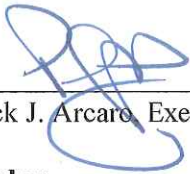
Date: 7-6-22

**ASHTABULA COUNTY COMMISSIONERS / AGENDA ITEM REQUEST FORM**

This form outlining all item(s) to be placed on the Agenda for official action by the Board of Commissioners, must be submitted to Lisa Hawkins, Clerk of the Board a minimum of 8 days prior to the Agenda date, no later than Monday. At a public work session held on Tuesday at 10:00a.m., the Board will meet with you to discuss the item(s). Following the work session, the item(s) will be placed on the next week's agenda session for action by the Board. Please contact Lisa Hawkins at 576-3754 with questions.

**Name of Department, with Title and phone number of person recommending item:**

Ashtabula County Department of Job & Family Services  
Patrick J. Arcaro, Executive Director  
Phone: (440) 994-1200



Patrick J. Arcaro, Executive Director

06/28/2022

Date

**Presented by:**

Alissa Drees, Finance Administrator, ACJFS; phone 994-1295.

**Proposed Agenda Date:**

July 12, 2022

**Brief Description of Item and Recommendation:**

A FY 2023 Kinship Caregiver Program Interagency Agreement with Ashtabula County Children Services Board. This service provides reasonable and necessary relief of child caring functions so that kinship caregivers can provide and maintain a home for a child in place of a child's parent. The agreement is in the amount of \$100,370.00.

**Name and Address of Provider(s):**

Ashtabula County Children Services Board  
3914 C Court  
Ashtabula, OH 44004

**Cost (include where funds are coming from):**

\$ 100,370.00 = FY 2023 TANF Block Grant-Kinship Caregiver Program Allocation, Contract #23-1000-TANF

**Term (beginning and ending date, if applicable):**

FY 2023 ~ July 1, 2022 to June 30, 2023