

**RESOLUTION APPROVING TANF SERVICES CONTRACT FOR THE COMPREHENSIVE CASE MANAGEMENT & EMPLOYMENT PROGRAM, ACDJFS CONTRACT NO. 23-5003-TANF**

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services, has presented a Contract for the approval of the Board, to-wit:

**Contract Date:** retroactive to October 1, 2022

**Contract No.** 23-5003-TANF

**Provider:** Growth Partnership for Ashtabula County, 35 West Jefferson St., Jefferson, Ohio 44047

**Service:** Comprehensive Case Management & Employment Program to Ashtabula County Residents.

**Amount:** FY2023 TANF Base Funds not to exceed \$47,626.57

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

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2022-490

November 15, 2022

**RESOLUTION APPROVING TANF SERVICES CONTRACT FOR THE  
COMPREHENSIVE CASE MANAGEMENT & EMPLOYMENT PROGRAM, ACDJFS  
CONTRACT NO. 23-5003-TANF**

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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Crystal Sturgill, Clerk of the Board, *Acting*  
Board of County Commissioners  
Ashtabula County, Ohio

**CONTRACTOR AGREEMENT  
BETWEEN  
THE ASHTABULA COUNTY JOB & FAMILY SERVICES,  
AND  
GROWTH PARTNERSHIP FOR ASHTABULA COUNTY  
FOR THE TANF PORTION OF  
COMPREHENSIVE CASE MANAGEMENT & EMPLOYMENT PROGRAM (CCMEP)**

This Agreement is effective October 1, 2022, by and between the Ashtabula County Job & Family Services (hereinafter "ACJFS" and/or "lead agent or agency"), doing business at 2924 Donahoe Drive, Ashtabula, Ohio 44004; and Growth Partnership for Ashtabula County (hereinafter "CONTRACTOR"), doing business at 35 West Jefferson St., Jefferson, OH 44047.

**WHEREAS**, this Agreement is for an agreed upon amount of Forty-Seven Thousand Six Hundred Twenty-six Dollars and 57/100 (\$47,626.57), for the term from October 1, 2022 through September 30, 2023. made pursuant to grant awards to the GRANTORS through the Temporary Assistance for Needy Families ("TANF") grants, including both the Comprehensive Case Management & Employment Program ("CCMEP") TANF grant, and the Ohio Youth Works Program ("Youth Works") TANF Grant, Department of Health and Human Services Grant CFDA #93.558.

**WHEREAS**, the parties to this Agreement have the common goal of providing Work Experience Program including unpaid Job Shadowing, and unpaid and paid Internship Services to TANF eligible recipients of Ashtabula County, ages 14-24, including those that are determined eligible In-School Youth ("ISY), and those determined eligible Out-of-School Youth ("OSY"). The goal of said programming shall be to help those eligible, enrolled youth receiving the services engaging in the in-demand career exploration, and learning valuable work experience skills.

**WHEREAS**, all CCMEP services shall be provided to Ashtabula County youth residents defined as those who are ages 14-24 at the time of the determination of TANF eligibility, and prior to being provided any one or more program services, have been determined to be in need of those program service(s), an Individual Opportunity Plan ("IOP"), Goal4it Stepping Stones Assessment, or equivalent of the same, has been created and reflects the need for those program service(s).

**WHEREAS**, the parties desire to enter into this Agreement to set out their respective covenants and understandings within this Agreement.

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made to establish the terms, conditions, and requirements governing the administration and use of grant monies herein identified, the parties hereto agree as follows.

**SECTION 1. SCOPE AND TERM OF AGREEMENT**

- A. CONTRACTOR agrees to provide the program services as set forth within this Agreement. All services under this contract will be for CCMEP, TANF eligible youth as determined by ACJFS and referred by ACJFS, and/or by an alternative contractual agent of ACJFS (currently Ashtabula County Technical and Career Campus "A-Tech"), to the CONTRACTOR for services.
- B. The term of this Agreement is from October 1, 2022, to September 30, 2023, unless this Agreement is suspended or terminated pursuant to Section 10 of this Agreement.

## **SECTION 2. SPECIFIC REQUIREMENTS.**

### **Article 1. Employment Work Experience. Job Shadowing and Internship Program.**

- A. CONTRACTOR will operate year-round program services described herein, Monday through Friday during the hours of 8:00 a.m. – 5:00 p.m. Additional services hours would be available outside normal business hours and/or on weekends as needed.
- B. **Job Shadow Program, Uncompensated.** This program shall be designed to service eligible Ashtabula County school-aged residents in grades 7 to 12, ages 14-24. Unpaid job shadowing experiences are short-term lasting anywhere from a few hours to several days. Students will be led by an employee of the host company/organization on a tour of the facility and to learn about what he/she does during a typical workday. Growth Partnership maintains strong connections with businesses and organizations across a wide range of local industries and can organize job shadow experiences for students year-round. Persons interested in a job shadow experience will be able to submit an application for a job shadowing opportunity on the Growth Partnership website.
- C. **Internship Program, Compensated and/or Uncompensated.** This program is designed to serve between forty and fifty (40-50) Ashtabula County work-eligible residents (typically ages 16 – 24) prepare for the workplace by offering real-world work experience opportunities across a diversity of industries within Ashtabula County. These paid and unpaid internships will be awarded through a reasonable application process and in-person interview experience. Internships will be available year-round. Growth Partnership's Director will: 1) work with Ashtabula County businesses, organizations, and government entities to identify/develop internship opportunities; 2) post/market available internship positions on OhioMeansJobs.com, plus the Growth Partnership Jobs Board ([Growth Partnership for Ashtabula County \(laborquotient.com\)](#)) as well as with county high schools and other local employment service providers (e.g., Ashtabula County OhioMeansJobs Office); 3) work with schools and other organizations to help prepare internship applicants (e.g., resume writing, workplace etiquette,

interviewing, etc.); 4) collect internship applications from qualified individuals; 5) work with internship providers to screen and interview applicants; 6) support internship providers with onboarding and management of interns; and 7) conduct exit interviews with internship providers and interns to collect relevant information for program development.

- D. Local for-profit and not-for profit businesses, agencies and governmental entities across the county serve as host worksites for those receiving job shadowing, and/or internship program services.
- E. The parties agree that none of the budget provided for within this Agreement shall be used to subsidize the wages or benefits of any CCMEP participant. Should an internship provide for wages, it will be incumbent for the host employer to provide the same.
- F. In all instances, CONTRACTOR shall have an agreement in place with all of its host sites for job shadowing and/or internships, the form of which shall be approved by the ACJFS and the NOC. Said Agreement will do all of the following:
  - 1. Require the host employer and/or its payroll agent will obtain a valid work permit or parental consent, as needed, to follow applicable minor labor laws including Ohio Revised Code Chapter 4109.
  - 2. Assign all responsibilities and liabilities to the host site employer, and/or its payroll agent for unpaid job shadowing, and/or unpaid/paid internships so that said employer accepts full responsibility for payment of unemployment compensation, contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, Social Security deduction, all other employee taxes and payroll accounting for these participants, and liability associated with being injured in the course of performing the job shadowing and/or participating in the internship.
  - 3. To include as a party to the agreement, the individual (regardless of whether s/he is or is not younger than eighteen years of age) plus at least one parent, guardian, etc., if the individual is a minor.
- G. CONTRACTOR agrees to conduct regular check-in meetings with each intern and their host employer to discuss performance and other relevant issues.
- H. CONTRACTOR will conduct final evaluations with interns and their employer to discuss overall performance, celebrate achievements, and consider opportunities for full-time employment, if applicable.
- I. CONTRACTOR will conduct exit interviews with interns and employers to get feedback about the program and ideas for improvement.

- J. CONTRACTOR agrees to employ or contract for staffing identified in the program budget for the operation of these program services.
- K. Assuming that the CONTRACTOR is provided with sufficient referrals of CCMEP eligible youth, CONTRACTOR can provide up to 50 as a maximum of participants engaged in job shadowing and participants engaging in internship program services.
- L. Record Keeping:
1. Sign-in and time sheets will be utilized for all job shadowing and internships. A detailed spreadsheet of training and work hours will be maintained and provided as required.
  2. A hard-copy file will be created for each participant containing information related to the program and maintained for five (5) years.
  3. All participant data will be secured in lockable file cabinets and in locked offices/storage rooms at CONTRACTOR's principal place of business.
  4. Documentation on work experiences will include Participants Name, last four digits of SSN, Placement Site, Job Title, Wages if applicable, Start Date, End Date, and weekly hours during which time program services were received. Also, the participant's hard and electronic "file" will include information on activities that occurred during placement of program services.
- M. CONTRACTOR will coordinate and work with A-Tech as the case management provider to make sure they have the data they need to update and keep proper records within the ARIES case management system. The parties agreed that the CONTRACTOR shall be compensated as set forth herein for its actual expenses incurred, regardless of the number of individuals enrolled or not enrolled within the programming set forth herein. CONTRACTOR therefore agrees that should its agents have excess time beyond what is needed to provide services to CONTRACTOR'S assigned youth, that upon a request by ACJFS, CONTRACTOR will assign its staff to provide supplemental work experience, internship, and/or job shadowing assistance to CCMEP youth being served by other Area 19 CCMEP contractors including but not limited to A-Tech.
- N. Achievement will be measured in the following ways.
1. CONTRACTOR will collect data from evaluations to monitor the quantitative impacts of the program including, but not limited to number of interns that

become full-time employees, number of requests for interns, and number of qualified intern applicants and where they are from within the county.

- O. The following are the TANF CCMEP elements that will be satisfied by CONTRACTOR'S performance pursuant to this Agreement.

**Element 3.**

Paid and unpaid work experiences that have as a component academic and occupational education. Work experiences are a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experience may be paid or unpaid, as appropriate. A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Work experiences provide the youth participant with opportunities for career exploration and skill development. Work experiences may include:

1. paid and unpaid work experience programming, including seasonal and year-round;
2. pre-apprenticeship programming which are a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with at least one, if not more, registered apprenticeship program(s); and
3. internships and job shadowing.

**SECTION 3. SERVICES PROTOCOL.**

**A. Services Protocol for Program Services.**

1. CONTRACTOR's staff shall receive the provision of any referral form required by ACJFS as a lead agency, and/or A-Tech as the Case Managers. When needed, CONTRACTOR may also receive a complete copy (hard copy or electronic) of JFS forms 03002, 03003, 03004, and the results of all basic assessments. Upon the receipt of the same, Program Services staff have ten (10) full business day to review the same and make initial contact with the youth in order to provide services. Included in that review will be a confirmation that the Program Services for which the Youth has been referred are specifically listed within the IOP, JFS form 03004. CONTRACTOR agrees that Youth may not receive Program Services which are not specifically listed within that Youth's duly completed and executed IOP, JFS form 03004.
2. CONTRACTOR's staff will work with ACJFS and A-Tech staff in order to get the participant scheduled to begin receiving program services.

3. If after twenty (20) business days the youth has not received services, the CONTRACTOR should document this in the case document spreadsheet and notify the case manager so that follow up with the youth can be completed.
4. If at any time a program employee believes a youth would benefit from a service not currently being received, they should contact the case manager to discuss the same.

#### **SECTION 4. SCHEDULE OF PAYMENT**

##### **A. Definitions.**

1. **Eligibility.** The terms and conditions per the source grant's program that permit an individual to receive service and have monies expended either directly upon them, or indirectly in the form of services. Before an individual may advance within the program to be engaged within Framework Design/Case Management s/he must first be determined to be eligible. See also the definition of the types of eligibility and enrollment.
2. **Enrollment.** The act of actively registering an individual that is determined eligible for one or more grant programs as an enrolled participant within one or more programs with the applicable case management system. (I.E. OWCMS).
3. **Types of Eligibility/Enrollment.**
  - a) **Workforce Innovation and Opportunity Act Eligible ("TANF").** Eligible as either an In-School Youth or Out-of-School Youth in the CCMEP.
    - (1) **Out-of-School Youth ("OSY").** Those Youth who have been determined TANF eligible must be determined to be either OSY or ISY. OSY are generally those who are not enrolled within a secondary educational program, pursuing their high school diploma.
    - (2) **In-School Youth ("ISY").** Those Youth who have been determined TANF eligible must be determined to be either OSY or ISY. ISY are generally those who are enrolled within a secondary educational program, pursuing their high school diploma.
  - b) **Temporary Assistance for Needy Families Eligible ("TANF") for CCMEP.**
4. **Dual Eligibility.** When an individual has been determined eligible for more than one program.

5. **Sole Eligibility.** When an individual has been determined eligible for only one program.
  6. **Dual Enrollment.** When an individual has been registered as a participant within the applicable case management systems for more than one program.
  7. **Sole Enrollment.** When an individual has been registered as a participant within the applicable case management systems only one program, regardless of whether the individual has or has not been determined eligible for one or more program(s).
  8. **Direct expenditures on a single participant.** These are defined as those expenditures incurred by the CONTRACTOR that and are directly attributable to the provision of goods or monies provided directly to a participant, or in the case of expenses that are associated with employment those that are paid to a third party. This would include any and all expenditures that are related to the provision of wages, incentives, and/or supportive service payments or goods provided and received by a participant. This does not include transportation, where the individual is transported with one or more participants by a third-party provider or by CONTRACTOR. Transportation however would be included as a direct expenditure on a participant where the participant is directly provided with compensation in the form of a gas card, bus/cab fare, or the CONTRACTOR pays a third party a single fee to transport the participant.
- B. Two Agreements, One Unified Invoice for All CCMEP Program Services.** Even though the content of this Agreement concerns only the TANF portion of the CCMEP Program Services provided for by the CONTRACTOR. It is agreed by all parties to this Agreement that CONTRACTOR will submit a single invoice with multiple sub-sections broken down by each of the six Articles of Program Services, that will be submitted to ACJFS and NOC COG. This one invoice shall be used by ACJFS and NOC COG to compensate the CONTRACTOR for all of its actual expenditures incurred for the provision of CCMEP goods and services provided, utilizing both TANF and TANF grant source funds. Each time ACJFS issues payment to CONTRACTOR, it will provide a total of how much to date under the Agreement has been invoiced per the categories listed in each of the Articles and sub-parts of the Articles below, how much remains available to be provided to CONTRACTOR for the remainder of the Agreement.
- C. Invoicing to Demonstrate Actual Expenditures Incurred.** CONTRACTOR shall be paid for its actual, realized expenditures as set forth and provided for within federal, state, and local law and policy, and as set forth within this Agreement, so long as CONTRACTOR has demonstrated with proof that it has realized each expenditure, and said expenditure was also reasonable and necessary to the performance of its services as set forth within this Agreement. CONTRACTOR shall submit monthly invoices with supporting documentation for

each of the following Articles. The monthly invoice shall include the following for each of the listed Articles:

Article 1. Work Experience, Job Shadowing and Internships.

1. An itemized listing of all actual expenditures incurred broken out along the same categories that were proposed as part of budget that CONTRACTOR submitted in its proposal to provide services.
2. The supporting documentation that demonstrates the same, which will include but not be limited to the following as applicable:
  - a) The General Ledger detail report showing current month expenditures;
  - b) Monthly payroll registers; and
  - c) Agency and administrative expense summaries which pertain to the monthly direct and indirect cost calculation.

**D. Invoicing to Demonstrate Source Grants to Be Used to Compensate the CONTRACTOR for its Actual Expenditures.** CONTRACTOR agrees that in addition to the documentation required to be submitted for each of the Articles set forth within this Agreement, that it shall submit documentation with each invoice that will allow the ACJFS and the NOC COG to determine which grants it can and will draw upon to pay the CONTRACTOR. The documentation required to be submitted to demonstrate the same is described as set forth below.

1. For each Article invoice CONTRACTOR shall separately itemize by participant, all direct expenditures made upon any single participant for the month, if there are any. Next to each participant's name, the CONTRACTOR shall identify the active enrollment within a program for each participant, and any additional program eligibility that the individual has but for which s/he is not enrolled. ACJFS and CONTRACTOR will use this information in order to draw upon and expense against its available grants.
2. At the beginning of each month, ACJFS will receive from the Youth provider providing case management services, the total number of registered/enrolled participants within the Work Experience Program, that identifies the total number of individuals during the month that were actively enrolled within the Work Experience Program Services. Of that total, the summary documentation will indicate the number of individuals enrolled in each Service as follows:
  - a) CCMEP TANF only;
  - b) WIOA only ISY;
  - c) WIOS only OSY;
  - d) CCMEP TANF and WIOA dual enrolled ISY; or
  - e) CCMEP TANF and WIOA dual enrolled OSY.

3. The total number of individuals receiving Work Experience Program per the sub-categories 2. a) through 2. e) will be divided by the total number of individuals that received Article 1 Services for that month. The result shall be converted to a percentage that is rounded to one tenth of a total percent. For instance, if 15 individuals received Work Experience Program in a given month, and four of them were registered TANF only OSY, then that would be converted to a calculation that 26.7 percent of the total population served with Work Experience Program were TANF only OSY. ACJFS and CONTRACTOR will use this information in order to draw upon and expense against its available grants.
4. If travel expenses are incurred related to CONTRACTOR staff training/travel, CONTRACTOR must include itemized receipts supporting actual costs to be reimbursed. Costs incurred for travel including, but not limited to, lodging, common carrier, meals and incidentals, must be considered reasonable and otherwise allowable to the extent that such costs do not exceed charges normally allowed in like circumstances. In the absence of an acceptable written policy regarding travel costs, CONTRACTOR shall follow the maximum reimbursement rates/amounts established under the U.S. General Services Administration (GSA). Alcoholic beverages, laundry and entertainment/movies shall always be deemed non-reimbursable expenses.
5. CONTRACTOR will submit electronically to ACJFS, with a copy to the NOC COG, each invoice within thirty (30) days following the conclusion of each month or within thirty days following the execution of this Agreement (whichever date is later).
6. ACJFS will, review, approve, process and pay CONTRACTOR within thirty (30) days following the submission of the invoice by CONTRACTOR, or within fourteen (14) days following the resolution of any issues raised by ACJFS or the NOC COG regarding the invoice (whichever date is later.) ACJFS and NOC COG will use its best efforts to raise any issues or approve the CONTRACTOR's invoice within fourteen (14) days following its submission.

Combined TANF consideration, including both Out-of-School Youth ("OSY") and In-School Youth ("ISY") funding, paid by ACJFS as the lead agency on behalf of the NOC COG using TANF grant funds pursuant to this Agreement shall not exceed Forty-Seven Thousand Six Hundred Twenty-six Dollars and 57/100 (\$47,626.57).

#### **SECTION 5. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS**

- A. CONTRACTOR will comply with all federal and state laws, rules, regulations and auditing standards and requirements that are applicable to the performance to

this Agreement. Funding for this Agreement is contingent upon receipt of grants, federal, state or local sources of funding.

- B. CONTRACTOR certifies compliance with a drug free workplace as outlined in 45 C.F.R. Part 76, Subpart F.
- C. CONTRACTOR certifies compliance with 45 C.F.R. Part 80, Non-discrimination under programs receiving Federal assistance through the Department of Labor effectuation of Title VI of the Civil Rights Act of 1964, as amended.
- D. CONTRACTOR certifies compliance with 45 C.F.R. Part 84, Non-discrimination on the basis of handicap in programs or activities receiving federal assistance.
- E. CONTRACTOR certifies compliance with 45 C.F.R. Part 90, Non-discrimination on the basis of age in programs or activities receiving federal assistance.
- F. CONTRACTOR certifies compliance with the American with Disabilities Act, public law 101-226 as well as compliance with all local, State and Federal laws prohibiting discrimination.
- G. CONTRACTOR certifies compliance with 41 C.F.R. 60 1-4 in that it provides equal employment opportunities and does not discriminate based on race, color, religion, gender, sexual orientation, age, disability, national origin, veteran's status or need for health services.
- H. CONTRACTOR certifies that it will not deny or delay services to eligible consumers because of the person's race, color, religion, gender, sexual orientation, age, disability, national origin, or veteran's status.
- I. CONTRACTOR certifies compliance with the provisions of 37 C.F.R. 401 et. seq. pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the terms of this agreement.
- J. CONTRACTOR certifies compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- K. CONTRACTOR certifies compliance 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 (42 U.S.C. 6201).
- L. CONTRACTOR certifies compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding payments made to influence or attempt to influence certain federal transactions and execute the Disclosure of Lobbying Activities, Standard Form LLL, if required by Federal Regulations.

- M. CONTRACTOR acknowledges that if it is debarred, suspended or is otherwise ineligible for participation in a federal assistance program under Executive Orders 12549 (3 C.F.R. Part 1986 Comp., pg. 189) and 12689 (3 C.F.R. Part 1989 Comp., pg. 235), or if declared ineligible under statutory or regulatory authority other than Executive Order 12549, it will not be eligible to enter into this agreement with ACJFS.
- N. CONTRACTOR shall establish and maintain effective internal control and accountability for all funds, property and other assets, and be able to account for the receipt, obligation and expenditure of funds.
- O. CONTRACTOR shall have the ability to import and export data from ACJFS via various types of formats such as text files, Microsoft Excel, Microsoft Word, Microsoft, Access, or other formats as agreed upon by ACJFS and CONTRACTOR.
- P. CONTRACTOR shall comply with all Federal and State laws applicable to ACJFS and/or clients/participants of ACJFS concerning confidentiality and provide a secure environment for ACJFS data. As a condition of entering into a contract with ACJFS, CONTRACTOR must agree that all records, documents, writings or other information produced and/or used by CONTRACTOR in the performance of the work specified in this agreement are treated according to the following terms:
1. All ACJFS information which, under the laws of the State of Ohio or under federal law, is classified as public or private will be treated as such by CONTRACTOR. Where there is a question as to whether the information is public or private, ACJFS will make the final determination;
  2. All CONTRACTOR information which is proprietary will be held to be strictly confidential by ACJFS. Proprietary information is information which, if made public, would put CONTRACTOR at a disadvantage in the marketplace and trade of which CONTRACTOR is a part. CONTRACTOR is responsible for notifying ACJFS of the nature of the information prior to its release to ACJFS. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of CONTRACTOR to proceed against ACJFS for violation of the contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the CONTRACTOR will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. ACJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information to be provided. ACJFS will make the final determination as to whether any or all of the information identified by CONTRACTOR as a trade secret is, in fact, a trade secret; and,

3. CONTRACTOR agrees that it will not share any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. CONTRACTOR agrees to be bound by the same standards of confidentiality that apply to the employees of ACJFS, Ashtabula County, the Ohio Department of Job & Family Services ("ODJFS"), and the State of Ohio. CONTRACTOR agrees that any data made available to CONTRACTOR by ACJFS shall be returned to ACJFS not later than ninety (90) days following termination of the contract and shall certify that no copies of source data were retained by CONTRACTOR. CONTRACTOR shall agree to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502(e) and Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### **SECTION 6. AVAILABILITY AND RETENTION OF RECORDS**

- A. CONTRACTOR shall maintain all documentation for each referred client in a case file which is kept in a secure cabinet. The minimum level of record keeping for each client shall include, but is not limited to, the following:
  1. Client referral sheet and eligibility documentation prepared by ACJFS, and all other client-specific communications between CONTRACTOR and ACJFS.
  2. All framework design and case management documentation generated by the CONTRACTOR, including but not limited to all assessments, Individual Opportunity Plans ("IOPs"), case notes, etc.
  3. Copy of referral form generated and provided to program service staff, and outline of services needed.
  4. Client-specific communications between CONTRACTOR and client, including progress evaluation forms.
  5. Client-specific communications between CONTRACTOR and other agencies providing services/linkages to client, if applicable.
  6. Supporting documentation of services provided for all one-on-one sessions.
  7. On-going progress reports detailing specifically what is being addressed/worked on each month.
  8. Group session sign-in sheets with dates and verification of attendance, as well as topic discussed.

- B. CONTRACTOR shall allow ACJFS representatives full access to all case files and administrative records for the purpose of contract monitoring. CONTRACTOR will use computer/software system mutually agreed upon with ACJFS to provide access to the above information and not cause duplication of work or hardship for either agency to access information.
- C. CONTRACTOR shall maintain all records relating to costs, budget, mileage, work performed and supporting documentation for invoices submitted, and make available for audit by the State of Ohio (including but not limited to ACJFS, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this agreement. Should an audit be initiated during this contract period, CONTRACTOR shall retain such records until the audit is concluded and all issues have been resolved.
- D. CONTRACTOR shall assist in on-going program monitoring and shall accommodate ACJFS personnel, designated third party contract monitor and/or other authorized governmental agencies during site visits to the program and/or administrative offices on a periodic basis to determine if program and financial reporting is generally consistent with accepted practices, d ACJFS policy, and stated contract deliverables. ACJFS strive to ensure funding is utilized to provide accountable, quality programs for residents of Ashtabula County.

#### **SECTION 7. RESPONSIBILITY FOR AUDIT EXCEPTIONS**

- A. CONTRACTOR accepts responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
- B. CONTRACTOR agrees to refund to ACJFS any overpayments resulting from the non-allowable costs. This refund is designed to make ACJFS whole. ACJFS is responsible for refunding all overpayments originating from Federal or State funds to the appropriate federal or state entity.
- C. CONTRACTOR agrees to pay ACJFS the full amount of payment received for services not covered by this contract and to repay any overpayments.
- D. CONTRACTOR agrees to pay ACJFS the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. 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.

**SECTION 8. AGREEMENT TO HOLD HARMLESS AND INDEMNIFY**

CONTRACTOR will hold harmless and indemnify the, ACJFS, ODJFS, and the Ashtabula County Board of Commissioners against any and all liability, lawsuits, losses, judgments, damages or demands made or brought as a result of actions of, in whole or in part, or omissions of CONTRACTOR regarding its performance and/or delivery of services under this agreement.

**SECTION 9. RESOLUTION OF DISPUTES**

- A. The CONTRACTOR, the Director of ACJFS will first attempt to resolve any and all disputes between themselves concerning responsibilities under or performance of any of the terms of this agreement.
- B. If the dispute cannot be resolved, the parties may then pursue any other available remedy.

**SECTION 10. TERMINATION AND NOTICES**

- A. Either party may terminate this agreement after giving thirty (30) days written notice of termination to the other party.
- B. Notice required by the terms of this agreement by any party to the other shall be given or delivered to:
  - a) In the case of CONTRACTOR:  
Growth Partnership for Ashtabula County  
35 West Jefferson Street  
Jefferson, OH 44047  
Attn: Executive Director
  - b) In the case of ACJFS:  
Ashtabula County Job & Family Services  
2924 Donahoe Drive  
Ashtabula, Ohio 44004  
Attn: Executive Director
- C. ACJFS may immediately terminate this agreement in the event of a loss of funding, disapproval by a federal or state administrative agency, upon discovery of noncompliance with any provision of this agreement or any federal or state laws, rules or regulations, or any illegal conduct on the part of CONTRACTOR, its employees or agents. In the event termination is pursuant to this paragraph, a notice specifying the reason(s) for termination and any equitable actions/remedies deemed legally appropriate under the circumstances will be

sent by ACJFS as soon as possible after the termination in accordance with paragraph 1. of this Section.

## **SECTION 11. INSURANCE**

- A. CONTRACTOR shall maintain comprehensive liability insurance or equivalent to include Personal Injury and Contractual Liability coverage with a limit not less than One million and 00/100 Dollars (\$1,000,000.00) naming the Ashtabula County Board of Commissioners, the Ashtabula County Job & Family Services, as additional insured on the policy for injuries or damage to persons or property resulting from the provision of services under this agreement and to evidence the same by furnishing a copy of the Certificate of Insurance on an annual basis. This insurance must be primary with respect to any insurance, self-insurance, or risk pool programs cover ACJFS, and its agents and employees. The insurance must cover CONTRACTOR's employees and any and all equipment used by its employees to provide the proposed services under this agreement. Limits of insurance do not constitute maximum limit of liability to CONTRACTOR. ACJFS shall be notified immediately if said liability insurance is canceled or reduced.
  
- B. Cyber liability insurance, with limits not less than One million and 00/100 dollars (\$1,000,000.00) per occurrence or claim, One million and 00/100 dollars (\$1,000,000.00) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but is not limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information and alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties and as well as credit monitoring expenses with limits sufficient to respond to these obligations.

## **SECTION 12. MISCELLANEOUS**

- A. CONTRACTOR accepts full responsibility for payment of all unemployment compensation, contributions or reimbursements (including but not limited to mileage reimbursements), insurance premiums, Worker's Compensation premiums and all income tax deductions, Social Security deductions and all other employee taxes and payroll accounting. CONTRACTOR and its employees or agents shall not be considered employees of, ACJFS and/or Ashtabula County for any purpose.
  
- B. If contracted services addressed in this agreement cannot be performed by the designated program staff for reasons attributable but not limited to turnover or extended leave, CONTRACTOR shall make reasonable efforts to ensure qualified staff coverage is available to perform said services as needed by ACJFS.

- C. At any point in the Agreement, ACJFS reserves the right to object to an employee provided by CONTRACTOR if the employee cannot perform the job effectively.
- D. Failure by CONTRACTOR to hire or retain qualified, ACJFS-approved case managers, counselors, service providers, etc. throughout the contract period may result in immediate termination of this Agreement.
- E. Any employee, agent or mentor of CONTRACTOR utilizing a personal vehicle for travel purposes related to services provided under this agreement must maintain proof of insurance that meets the minimum requirements of Ohio law and be in possession of a valid driver's license.
- F. CONTRACTOR shall attend all CCMEP and/or TANF Youth service meetings conducted by ACJFS, as requested.
- G. CONTRACTOR shall ensure that program staff have executed a code of responsibility form related to the appropriate use of agency issued cell phones/smart phones, tablets and laptops including, but not limited to, taking reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive consistent with applicable federal, state and local laws regarding privacy and obligations of confidentiality.
- H. CONTRACTOR agrees that it will not share any information, systems, data or records made available to it for any purpose other than to fulfill the contractual duties specified in this agreement.
- I. CONTRACTOR shall ensure that emails containing confidential personal information (CPI) of referred clients are properly encrypted using methods approved by ACJFS and certify it will not include CPI in any email subject lines.
- J. CONTRACTOR shall perform background checks on all program employees. Copies of said Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal background checks shall be provided to ACJFS upon request.
- K. CONTRACTOR shall take reasonable steps to ensure that people with limited English proficiency have meaningful access to the services provided under this agreement and that there is effective communication between CONTRACTOR and individuals with limited English proficiency.
- L. CONTRACTOR certifies that it and all officers, employees and agents of CONTRACTOR will comply with the requirements of the Ohio ethics and conflict of interest laws.
- M. CONTRACTOR will carry adequate fidelity bond coverage as indemnification against losses resulting from the fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a portion of trust.

- N. CONTRACTOR understands and agrees that all equipment purchased in whole or in part under this agreement shall be tagged or otherwise identified as property of the program. CONTRACTOR will assure and document that price or rate quotations are obtained from an adequate number of qualified sources to ensure fair and open competition. No disposition of such property may be made without written authorization from ACJFS.
- O. CONTRACTOR agrees to complete an annual budget packet no less than thirty (30) calendar days prior to the renewal of the agreement. The budget is to be a clear reflection of the costs associated with operating the program for the period July 1<sup>st</sup> through June 30<sup>th</sup> and shall include a high-level summary of the costs appearing in the budget and how each line item was calculated. Prior written authorization must be obtained from the ACJFS to determine if a program expense is deemed allowable when not previously identified in CONTRACTOR's budget packet for the time period in question.
- P. CONTRACTOR must send one (1) copy of the final audit report electronically to the d ACJFS's Fiscal Department within the earlier of either thirty (30) calendar days of CONTRACTOR's receipt of any such audit report, or nine (9) months after end of the audit period. If the due date falls on a Saturday, Sunday or federal holiday, the audit report is due the next business day.
- Q. All records, books, documents, whether written or computer generated, pertaining to this agreement shall be public records for purposes of Ohio Revised Code 149.43, unless otherwise exempted in accordance with state and federal law.
- R. This agreement may be modified or amended only by written agreement of the parties. However, any amendments to the laws, rules or regulations affecting CCMEP, TANF or affecting either of the parties will result in the corresponding modification of this agreement, without the necessity for executing a written amendment.
- S. The parties agree that in every instance that a consent is required to be obtained under any section of this agreement, it is understood that no such consent shall be unreasonably withheld.
- T. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of members of the Ashtabula County Board of Commissioners, and or the employees or agents of the NOCCOG, and/or ACJFS.
- U. This agreement may be executed in a number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.


- V. The parties agree to use their best and reasonable efforts and to take such actions as are necessary to maintain each party's respective eligibility under this agreement.
- W. The parties agree to make available services and facilities, which are funded through federal, state and county funds, in accordance with federal, state and county statues or regulations.
- X. Each party shall cooperate with and provide necessary information to the other to enable the parties to review and determine periodically while this agreement is in effect each party's compliance with the terms of this agreement.
- Y. The parties agree that neither this agreement nor any rights, duties or obligation described herein shall not be assigned by either party without the prior written consent of the other party.
- Z. This agreement will be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio and enforcement shall be brought in the courts of Ashtabula County, Ohio and/or the U.S. District Court, Northern District, Eastern Division.
- AA. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that the other part is wholly dependent for its operation on the part declared invalid.
- BB. The captions and headings in this agreement are solely for convenience of reference and will in no way defer, limit or describe the scope or intent of any provision or section of this agreement.
- CC. This agreement contains the entire understanding of the parties.

**SIGNATURES ON SEPARATE PAGE**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, ACJFS and CONTRACTOR have caused this Agreement, consisting of 18 pages, plus this signature page to be executed in their respective names by their duly authorized officers, as of the date hereinabove written above.

**GROWTH PARTNERSHIP FOR  
ASHTABULA COUNTY or  
("CONTRACTOR")**

  
\_\_\_\_\_  
James E. Mayer, Jr., President  
Federal ID # 34-1454129


10-21-2022  
Date


**ASHTABULA COUNTY JOB &  
FAMILY SERVICES ("ACJFS")**

  
\_\_\_\_\_  
Patrick J. Arcaro, Executive Director

10-17-2022  
Date

**ASHTABULA COUNTY BOARD  
OF COMMISSIONERS**

  
\_\_\_\_\_  
Casey R. Kozlowski, President  
Ashtabula County Commissioner

  
\_\_\_\_\_  
J. P. Ducro, IV  
Ashtabula County Commissioner

11-15-22  
Date

  
\_\_\_\_\_  
Kathryn L. Whittington  
Ashtabula County Commissioner

# Exhibit I

**TANF COST BUDGET****OCTOBER 1, 2022 - SEPTEMBER 30, 2023)****Date Completed:****9/30/2022****GROWTH PARTNERSHIP TANF BUDGET TO PROVIDE WORK EXPERIENCE PROGRAMS****TANF BUDGET ITEMS****Staff:**

Salaries	\$45,427.20
Payroll-related expenses	\$6,015.46
<b>Total Staff Costs</b>	<b>\$51,442.66</b>

**Operations:**

Contractual/Professional Fees	\$9,755.42
Travel and Short-Term Training	\$1,281.25
Consumable Supplies	\$887.50
Indirect Costs	\$1,440.00
Other - Miscellaneous Costs	\$3,950.00
<b>Total Operational Costs</b>	<b>\$17,314.17</b>

**Equipment:**

Leased and Rented Equipment	\$720.00
<b>Total Equipment Costs</b>	<b>\$720.00</b>

<b>Sub-Total of All Costs</b>	<b>\$69,476.83</b>
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<b>Minus Other Program Resources</b>	<b>\$21,850.26</b>
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<b>TOTAL TANF PROGRAM COSTS</b>	<b>\$47,626.57</b>
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**SALARIES:**

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<b>Position Title</b>	<b>Salary</b>	<b>Frequency</b>	<b>% of Time to Program</b>
Director, Workforce Development	\$42.00	Hourly	16%
Business Development Manager	\$27.00	Hourly	40%
Executive Director	\$48.00	Hourly	9%

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**Total Salaries**

**PAYROLL RELATED EXPENSES:**

---

	<b>Amount</b>
PERS or Social Security	\$2,816.49
Worker's Compensation	\$336.16
Unemployment Insurance	\$1,500.00
Retirement Expenses	\$1,362.82
Hospitalization	\$0.00
<b>Total Payroll Related Expenses</b>	<b><u><u>\$6,015.46</u></u></b>

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**Program Salary**

\$13,977.60

\$22,464.00

\$8,985.60

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\$45,427.20

**TRAVEL AND SHORT-TERM TRAINING:**

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		<b>Amount</b>
Mileage Reimbursement rate per mile	\$0.625	\$781.25
Short-Term, Training		\$500.00
<b>Total Travel and Short-Term Training</b>		<b><u>\$1,281.25</u></b>

**CONSUMABLE SUPPLIES:**

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		<b>Amount</b>
Office Supplies		\$550.00
Toner		\$150.00
Postage		\$187.50
<b>Total Consumable Supplies</b>		<b><u>\$887.50</u></b>

**CONTRACT & PROFESSIONAL SERVICES:**

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	<b>Amount</b>
Legal	\$5,200.00
IT - Postings on Jobs Board, upgrades & maintenance	\$2,055.42
Accounting	\$2,500.00
<b>Total Contract &amp; Professional Services</b>	<b>\$9,755.42</b>

**INDIRECT COSTS:**

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	<b>Amount</b>
Phones	\$1,260.00
Repair & maintenance, equipment	\$180.00
<b>Total Indirect</b>	<b>\$1,440.00</b>

**OTHER-MISCELLANEOUS:**

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	<b>Amount</b>
Marketing & Promotion	\$2,405.00
Cyber insurance	\$1,545.00
<b>Total Other-Miscellaneous</b>	<b>\$3,950.00</b>

**LEASED OR RENTED EQUIPMENT:**


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	<b>Quantity</b>	<b>Amount</b>
Copier / Printer	1	\$720.00
Other (description)	0	\$0.00
<b>Total Contract &amp; Professional Services</b>		<b>\$720.00</b>

**Signature Page**

Re: An agreement between Ashtabula County Department of Job & Family Services and Growth Partnership of Ashtabula County Comprehensive Case Management & Employment Program.

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole  
Ashtabula County Prosecutor

Date: 9.29  
MJH 9.27.22

**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; not to exceed \$11,906.64 and free from any previous encumbrances.

Agreement Title: an agreement with Ashtabula County Technical & Career Center.



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**David Thomas**  
Ashtabula County Auditor

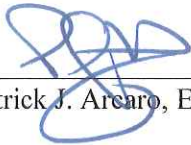
Date: 10/26/22

**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 Job & Family Services  
Patrick J. Arcaro, Executive Director  
Phone: (440) 994-1200



Patrick J. Arcaro, Executive Director

09/30/2022

Date

**Proposed Agenda Date:**

October 13, 2022

**Brief Description of Item and Recommendation:**

Attached is an FY 2023 TANF CCMEP Sub-Grant Agreement #23-5003; recommendation for Growth Partnership for Ashtabula County funded by Temporary Assistance for Needy Families (TANF), which provides the Comprehensive Case Management & Employment Program to Ashtabula County residents. The CCMEP program provides integrated, comprehensive case management and program services to TANF eligible recipients of Ashtabula County, ages 14-24, by helping them to overcome barriers to employment and develop skills local employers seek.

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

Growth Partnership for Ashtabula County  
35 West Jefferson St.  
Jefferson, OH 44047

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

\$ 47,626.57 = FY 2023 TANF Base Funds for Sub-Grant #23-5003

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

FY 2023 ~ October 1, 2022 to September 30, 2023