

RESOLUTION AWARDING PROPOSAL AND APPROVING A TANF SUMMER YOUTH EMPLOYMENT PROGRAM CONTRACT WITH THE ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AGENCY AND THE ASHTABULA COUNTY TECHNICAL & CAREER CENTER

WHEREAS, on April 12, 2021 at 10:00a.m. one proposal was received for the TANF Summer Employment Training Program from the Ashtabula County Technical & Career Center (ATech); and

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services has recommended the proposal be awarded and has presented a Temporary Assistance for Needy Families (TANF) Contract for the approval of the Board, to-wit:

Parties: ***Ashtabula County Technical & Career Center***
1565 State Route 167, Jefferson, OH 44047

Ashtabula County Department of Job & Family Services
2924 Donahoe Drive, Ashtabula, OH 44004

Service: The coordination of services between the Ashtabula County Department of Job & Family Services and Ashtabula County Technical & Career Center to provide work experience for low income TANF eligible youth to gain work experience while earning a paycheck to help meet basic needs.

Effective Date: May 1, 2021 thru September 30, 2021

Cost: **Not to Exceed, \$450,000.00**

WHEREAS, the proposal is hereby awarded to ATech and the contract approved; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the proposal is awarded and the contract approved, as outlined above, in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-185

May 04, 2021

**RESOLUTION AWARDING PROPOSAL AND APPROVING A TANF SUMMER
YOUTH EMPLOYMENT PROGRAM CONTRACT WITH THE ASHTABULA COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES AGENCY AND THE ASHTABULA
COUNTY TECHNICAL & CAREER CENTER**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
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.



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

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

04/26/2021

Date

Proposed Agenda Date:

May 4, 2021

Brief Description of Item and Recommendation:

Attached is an FY 2021 TANF Summer Youth Employment Program Sub-Grant Agreement #21-1002; recommendation for Ashtabula County Technical & Career Center funded by Temporary Assistance for Needy Families (TANF), which provides work experience for low income TANF eligible youth to gain work experience while earning a paycheck to help meet basic needs.

Name and Address of Provider(s):

Ashtabula County Technical & Career Center
1565 State Route 167
Jefferson, OH 44047

Cost (include where funds are coming from):

\$ 450,000.00 = FY 2021 TANF Base Funds for Sub-Grant #21-1002

Term (beginning and ending date, if applicable):

FY 2021 ~ May 1, 2021 to September 30, 2021

**TANF Summer Youth Program
Subgrant Agreement**

This Subgrant Agreement is entered into on the 1st day of May, 2021 between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as the "Grantor") and the Ashtabula County Technical & Career Center, located at 1565 State Route 167, Jefferson, Ohio 44047 (hereinafter referred to as the "Subgrantee") to provide the **TANF Summer Youth Employment Program** to individuals determined eligible for the Prevention, Retention, and Contingency (PRC) Service Program and/or the Ohio Works First (OWF) Program.

Therefore, in consideration of the mutual covenants contained in this Sub-Grant Agreement, the parties agree as follows:

RECITALS:

This Sub-Grant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job & Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of CFDA #93.558, Regular TANF.

DEFINITIONS:

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "Grantor" means Ashtabula County Job & Family Services.
- B. "Subgrantee" means Ashtabula County Technical & Career Center.
- C. "Financial assistance" means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. "Federal, state and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, un-codified law included in an Act, Ohio Administrative Code (OAC) rules, any federal Office of Management and Budget (OMB) Uniform Guidance regarding a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Ashtabula County Board of County Commissioners. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

ARTICLE I ~ PURPOSE OF THE SUB-GRANT/SUB-GRANT DUTIES:

The purpose of the Sub-Grant and this Sub-Grant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by Subgrantee pursuant to this Sub-Grant Agreement.

ARTICLE II ~ RESPONSIBILITIES OF GRANTOR:

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Sub-Grant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Sub-Grant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.
- F. Perform those responsibilities as defined in Exhibit I, attached hereto.

ARTICLE III ~ RESPONSIBILITIES OF SUBGRANTEE:

Subgrantee agrees to:

- A. Ensure that the funds included in this Sub-Grant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Financial reporting requirements as are necessary for the county to meet its operational needs and obligations to ODJFS and the federal government.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- F. Perform those responsibilities as defined in Exhibit I, attached hereto.
- G. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Ge Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with

Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under and program or activity for which the program applicant receives Federal financial assistance from FNS.

- H. Required to have the most recent version of the AD-475A and/or AD-475B "And Justice for ALL" poster posted.

ARTICLE IV ~ EFFECTIVE DATE OF THE SUB-GRANT:

- A. This Sub-Grant Agreement will be in effect from May 1, 2021 through September 30, 2021 unless this Sub-Grant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Sub-Grant Agreement will not be valid and enforceable until the Ashtabula County Auditor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Sub-Grant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Sub-Grant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V ~ AMOUNT OF GRANT/PAYMENTS:

- A. This Sub-Grant Agreement is in the total amount of: \$ 450,000.00.
- B. Monthly invoices must be received by Grantor no later than 15 days following the month of service provided. Grantor 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 written with a unit rate payment structure will be reconciled periodically to ensure that payments do not exceed actual expenses for the agreement period.

Grantor will make payment on all invoices submitted in accordance with the terms of this Sub-Grant Agreement. The final invoice, clearly marked "Final," must be submitted within 30 days of the expiration date of this Sub-Grant Agreement. The final invoice shall include certification to the effect that "Payment of this invoice constitutes complete satisfaction of all of Grantor's obligations under the referenced Sub-Grant Agreement. Subgrantee releases and discharges Grantor from all further claims and obligations under this Sub-Grant Agreement upon payment of this final invoice."

Invoice Format: Subgrantee's invoice will consist of:

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

- Sub-Grant Agreement number
- Service month and year
- Subgrantee's name, address, telephone number and billing contact person's name
- Total amount invoiced for the month

(2) A spreadsheet (Excel or other approved format agreed to by both Grantor and Subgrantee) inclusive of all allowable expenses incurred during the service month for provision of the program. Expenses reported will conform to those included in the Subgrantee budget attached hereto as Exhibit II.

(3) A spreadsheet (Excel or other approved format agreed to by both Grantor and Subgrantee) 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 work site
- Participant number of hours/day attended

C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Ashtabula Board of County Commissioners. If, at any time, the Grantor Director determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the Grantor Director may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee, or other form of financial assistance as the Grantor Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Ashtabula Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Sub-Grant Agreement, this Sub-Grant Agreement will be terminated as of the date funding expires without further obligation of Grantor or Ashtabula County.

D. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to the funds provided under this Sub-Grant Agreement pursuant to OMB Uniform Guidance 2 CFR 200, 2 CFR 300, 2 CFR 400, 45 CFR 75, 45 CFR 95, 45 CFR 96, as applicable to Subgrantee under federal, state and local laws, including but not limited to:

1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200, 2 CFR 400.1, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

2. Period of Availability of Funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, as applicable, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Sub-Grant Agreement and for the term specified in Article IV of this Sub-Grant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than Sixty (60) days after the end of the funding period, pursuant to federal law.

3. Matching or Cost Sharing: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1.
 5. Real Property: If SUBGRANTEE is authorized to use Sub-Grant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Sub-Grant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.20, 2 CFR 200 and 2CFR 400.1, as applicable.
 7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Sub-Grant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1, as applicable.
- E. Sub-grantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI ~ RECORDS:

- A. Subgrantee must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state and local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose:
 1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;
 3. Charges made, and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Subgrantee and its Subgrantee(s) must maintain all records relevant to the administration of this Sub-Grant for a period of six (6) years.

ARTICLE VII ~ AUDITS OF SUBGRANTEE:

- A. Subgrantee agrees to provide for timely audits as required by OMB Uniform Guidance, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501, as applicable, and OMB Uniform Guidance, Sub-grantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Sub-grantee must send one (1) copy of the final audit report to Grantor at 2924 Donahoe Dr. Ashtabula, Ohio 44004 Attention: Fiscal Supervisor within two (2) weeks of Sub-grantee's receipt of any such audit report.
- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII ~ SUSPENSION AND TERMINATION, BREACH AND DEFAULT:

- A. This Sub-Grant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor's Director and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.
 - 3. Grantor may immediately terminate this Sub-Grant Agreement if there is a loss of federal or state funds, a disapproval of the Sub-Grant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Sub-Grant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Sub-Grant Agreement immediately upon delivery of a written notice to Grantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Sub-Grant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Sub-Grant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s) Sub-Grant activity;
 - 4. Withhold further awards for the Sub-Grant activity; or
 - 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Sub-Grant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Sub-Grant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Sub-Grant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Sub-Grant activities and includes details of all Sub-Grant activities performed and the results of those activities; and
 4. Perform any other tasks that Grantor requires.
- E. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this Sub-Grant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Grantee fails to perform any obligation under this Sub-Grant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX ~ NOTICES:

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Sub-Grant Agreement will be sent to the Executive Director of Grantor at 2924 Donahoe Dr. Ashtabula, OH 44004.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Sub-Grant Agreement will be sent to Executive Director of Subgrantee at: 1565 State Route 167, Jefferson, Ohio 44047.
- C. All notices in accordance with section A of this Article IX will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE X ~ AMENDMENT:

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Except as provided in Article XI below, only a document signed by both parties may amend this Sub-Grant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Sub-Grant Agreement without the necessity for executing written amendments. Any written amendment to this Sub-Grant Agreement will be prospective in nature.

ARTICLE XI ~ ADDENDUM:

Grantor may elect to provide information concerning this Sub-Grant Agreement in an addendum hereto. Any addenda to this Sub-Grant Agreement will not need to be signed. Any claim on or draw of monies

following the receipt of the addendum will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, Grantor may modify any addendum by mailing a modified version to Subgrantee. Any claim on or draw of the modified addendum will constitute acceptance of the terms and conditions contained in the modified addendum.

ARTICLE XII ~ SUB-GRANTS:

- A. Subgrantee must perform all duties contemplated by this Sub-Grant Agreement. None of Subgrantee's duties or actions pursuant to this Sub-Grant Agreement may be subcontracted, nor shall this Sub-Grant Agreement be assigned, or any sub-awards made by Subgrantee, without the prior express written authorization of Grantor.
1. Any Sub-Grants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal, state and local law. Any award of a Sub-Grant to another entity shall be made by means of a Sub-Grant Agreement which requires the entity awarded the county Sub-Grant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
 2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.202 and 2 CFR 400.1, as applicable, Subgrantee and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
 3. Procurement: While Subgrantee and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. Monitoring: Subgrantee must manage and monitor the routine operations of Sub-Grant supported activities, including each project, program, Sub-Grant, and function supported by Subgrantee's Sub-Grant, to ensure compliance with all applicable federal and state requirements, including 2CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Sub-Grant Agreement and as a pass-through entity of any awards of sub-grants to other entities.

ARTICLE XIII ~ MISCELLANEOUS PROVISIONS:

- A. Limitation of Liability: To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.

- B. This Sub-Grant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Sub-Grant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Sub-Grant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Sub-Grant Agreement impossible.
- C. Nothing in this Sub-Grant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Sub-Grant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, Grantor, or any of the officers or employees of the State of Ohio, ODJFS or Grantor.
- D. The Subgrantee agrees that information concerning eligible individuals shall only be used in support of the program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Subgrantee and Grantor will complete the necessary consent forms with participants so that information can be exchanged as needed.
- E. Grantor and the Subgrantee agree that as a condition of this agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as is specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. In addition, the Subgrantee agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Subgrantee will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this agreement. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this agreement.
- F. **Indemnity:** The Subgrantee agrees that it will at all times during the existence of this agreement indemnify and save harmless Grantor, Ashtabula County Board of Commissioners and the Ohio Department of Job and Family Services against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- Insurance:** The Subgrantee agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
- G. **Accessibility to the Handicapped:** The Subgrantee agrees as a condition of this agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this agreement.
- H. In accordance with Section 329.051 of the Ohio Revised Code, ACJFS and those entities with whom Grantor has agreements must make a voter registration application available to those persons applying for or participating in TANF programs. In the event that the Subgrantee accepts, or assists in the completion of, a TANF application, the Subgrantee agrees to forward the completed voter registration form to the Grantor along with the TANF application. Grantor will in turn forward the voter registration form to the Board of Elections.

Therefore, the below listed parties enter into this Sub-Grant Agreement.


SIGNATURES:



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

04/26/2021

Date



Ashtabula County Technical & Career Center

4/28/2021

Date



5-4-21

Date

Ashtabula County Board of Commissioners

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 2021 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 **\$450,000.00**, and free from any previous encumbrances.

Agreement Title: a **TANF Services Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Ashtabula County Technical & Career Center**.



David Thomas
Ashtabula County Auditor


Date: _____

4/30/21

Signature Page

Re: A sub-grant agreement between **Ashtabula County Job & Family Services** and **Ashtabula County Technical & Career Center** for a **TANF Services Sub-Grant Agreement**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 4.29.21