

RESOLUTION APPROVING A TITLE XX/TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) FAMILY STRENGTHENING PROGRAM CONTRACT WITH ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AGENCY AND ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION, CONTRACT NO. 22-2008-XX

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

Provider: ***Ashtabula County Common Pleas Court- Juvenile Division***
3816 Donahoe Drive, Ashtabula, OH 44004-4540

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 Court of Common Pleas, Juvenile Division to provide information and services to youth and families of youth that are involved or at risk of involvement in criminal activity.

Effective Date: October 1, 2021 thru September 30, 2022

Cost: **Not to Exceed, \$187,127.66**

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Title XX Family Strengthening Program Contract, as outlined above, is approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-368

September 28, 2021

RESOLUTION APPROVING A TITLE XX/TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) FAMILY STRENGTHENING PROGRAM CONTRACT WITH ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AGENCY AND ASHTABULA COUNTY COURT OF COMMON PLEAS, JUVENILE DIVISION, CONTRACT NO. 22-2008-XX

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

09/13/2021

Date

Proposed Agenda Date:

September 21, 2021

Brief Description of Item and Recommendation:

Attached is an FY 2022 Title XX Sub-Grant Agreement #22-2008-XX with Ashtabula County Court of Common Pleas, Juvenile Division. This service provides information and services to youth and families of youth that are involved or at risk of involvement in criminal activity. Funded by Title XX/TANF transfer funds.

Name and Address of Provider(s):

Ashtabula County Court of Common Pleas, Juvenile Division
3816 Donahoe Drive
Ashtabula, OH 44004

Cost (include where funds are coming from):

\$ 187,127.66= FY 2022 Title XX/TANF Transfer Funds for Sub-Grant #22-2008-XX

Term (beginning and ending date, if applicable):

FY 2022 ~ October 1, 2021 to September 30, 2022

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 **\$46,781.92**, and free from any previous encumbrances.

Agreement Title: a **Title XX Sub-Grant Agreement Amendment** between **Ashtabula County Job & Family Services** and **Ashtabula County Court of Common Pleas, Juvenile Division**.

David Thomas
Ashtabula County Auditor

Date: _____

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

**TITLE XX/TEMPORARY ASSISTANCE TO NEEDY
FAMILIES (TANF) SUBGRANT AGREEMENT FOR
FAMILY STRENGTHENING PROGRAM SERVICES
Ashtabula County Court of Common Pleas
(Juvenile Division)**

Effective Date: October 1, 2021 – September 30, 2022
Amount: \$187,127.66

TITLE XX/TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TXX/TANF)
SUBGRANT AGREEMENT

Between

COUNTY OF ASHTABULA

And

ASHTABULA COUNTY COURT OF COMMON PLEAS (JUVENILE
DIVISION)
(FFY 2022)

This Subgrant Agreement is entered into on this 1ST day of October 2021, by and between County of Ashtabula ("County"), on behalf of Ashtabula County Job & Family Services (ACJFS), having its principal place of business located at 2924 Donahoe Drive, Ashtabula, OH 44004, and **Ashtabula County Court of Common Pleas, Juvenile Division** ("Subrecipient") having its principal place of business located at **3816 Donahoe Drive, Ashtabula, Ohio 44004**

Definitions

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

"Subrecipient"- A Subrecipient makes eligibility determinations for TANF/PRC services as specified in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" known as the "Uniform Guidance" or "Super-circular" and is subject to the requirements specified therein as well as those requirements specified in all other applicable law.

"Financial Assistance" means all cash, reimbursements, other payments, or allocations of funds provided by County to Subrecipient. All requirements in the Subgrant Agreement related to financial Assistance also apply to any monies, including private monies and public money, as defined in §117.01 of the Revised Code, used by Subrecipient to match federal, state or county funds.

"Federal, state, and local laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by Ashtabula County Council. Federal, state and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any Ohio Department of Job and Family Services (ODJFS) Procedure Manuals. The term "federal, state and local laws" includes federal state and local laws as listed in the paragraph and existing on the effective date of this Subgrant 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 Subgrant Agreement.

Article I Purpose

WHEREAS, per OAC §5101: 9-4-07(A)(2) and OAC §5101: 9-4-07.1(C)(1)(a), TXX/TANF services are exempt from competitive bidding requirements. The County identified priority TXX/TANF service areas for residents of Ashtabula County. The Subrecipient offers through its programs one of the needed services and was engaged by ACJFS to assist the County in providing **Family Resource Center services** and Subrecipient desires to service. The Subrecipient submitted a Program Description (“Program”) of its services and budget (“Budget”) to ACJFS dated the 1st day of October, 2021.

WHEREAS, the entire approved Program including its Budget is hereby incorporated in this Subgrant Agreement as if fully rewritten except as otherwise noted in the Subgrant Agreement or where inconsistent with the specific provisions of this Subgrant Agreement. Inconsistencies are governed by the specific provisions of this Subgrant Agreement.

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

Article II Contracting Authority

Subrecipient possesses legal authority to execute this Subgrant Agreement and assures that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient’s governing body authorizing Subrecipient to execute this Subgrant Agreement including all understandings and assurances contained herein and directing and authorizing the person(s) identified as the official representative of the Subrecipient to act in connections with the execution of this Subgrant Agreement.

Article III Deliverables

- A. Subject to the terms and conditions set forth in this Subgrant Agreement, the Subrecipient’s Proposal, and all other attached Exhibits which are deemed to be a part of this Subgrant Agreement as if fully rewritten herein, County agrees to purchase and Subrecipients agrees to administer and manage Family Resource Center services for TXX/TANF Participants deemed eligible under the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 which authorized TANF and the Ohio House Bill 408 which authorized PRC, consistent with the County’s State approved PRC Plan.
- B. Subrecipient agrees to provide Family Resource Center services for TXX/TANF participants as outlined in Subrecipient’s Program Plan and Program Description, which are attached hereto as **Exhibit “A”** and incorporated herein.

- C. *Eligibility for Services.* Subrecipient will ensure that Participant meets all TXX/TANF and County eligibility requirements. The Subrecipient is responsible for the following eligibility requirements.
1. Subrecipient will assess the service needs of the Participant, determine eligibility and obtain all needed verification from the Participant.
 2. Subrecipient must verify with designated ACJFS staff that the Participant does not have a ACJFS sanction or Intentional Program Violation(s) (IPV) before providing services.
 3. Subrecipient must ensure Participant meets the financial need requirement per current Federal Poverty Guidelines (FPG), which are attached hereto as **Exhibit "B"** and incorporated herein.
 4. Subrecipient acknowledges the Participant will be eligible for a particular service for six (6) consecutive months of the contract year. Upon completion of the six (6) month period, the Participant will not be eligible for that particular service again for the remainder of the contract year.
 5. TXX/TANF funded programs cannot reimburse for the delivery of medical services that are reimbursable through Medicaid funding. An exception to this rule is for pre-pregnancy family planning services which are allowable under TXX/TANF. Medical services include inpatient and outpatient medical services as well as mental health and substance abuse treatment. **Subrecipient is referred to the Compensation and Billing Article of this Subgrant Agreement for specific reimbursement terms that may be related to the services provided herein.**
 6. Subrecipient will be subject to random audits by ACJFS in order to verify the Subrecipient's compliance with all applicable law. If a determination is made by ACJFS that a Subrecipient has not complied with all applicable law in making eligibility determination, corrective action will be taken by ACJFS which may include termination of the Subgrant Agreement.
- D. *Fair Hearing.* Subrecipient shall explain all rights to applicants of TXX/TANF services.
- E. *Referral Procedures.* When an individual initially applies to the Subrecipient, the Subrecipient agency shall refer those in need of identified services not provided by the Subrecipient to ACJFS for referral to other agencies offering appropriate services, or to Community Action's 211 for additional sources of community assistance.
- F. *Counseling.* ACJFS reserves the right to limit any Subrecipient's units of counseling services under this Subgrant Agreement. Thus, the maximum number of counseling units allowable under this Subgrant Agreement is twelve (12); however, ACJFS may authorize up to three (3) additional counseling units based on the following conditions:

1. Subrecipient verifies that the Participant is not appropriate for long-term therapy and could benefit from an additional number of units of short-term counseling.
2. Subrecipient submits documentation in support of the additional counseling units to **ACJFS' Contract Administration Division** for internal distribution and approval.
3. Subrecipient agrees in cases of long-term therapy, Participants will be referred to mental health Subrecipients.

G. *Monitoring and Evaluation.* The effectiveness of the Subrecipient's services shall be measured by the achievement of the outcomes specified in the Subrecipient's Proposal, the Program Plan and Program Description, which are attached hereto as **Exhibit "A"** and incorporated herein; and in any minimum goals and objectives that are established by ACJFS in conjunction with Subrecipient to evaluate performance. Failure to achieve these minimum performance goals and objectives may result in the termination of this Subgrant Agreement.

ACJFS Program Monitors will determine Subrecipient program effectiveness by utilizing several evaluation methods to establish outcome measures. Methods may include, but are not limited to:

1. Reporting requirements.
2. Program observation, site visits, and case reviews.
3. Review of Subrecipient's Program Plan and Program Description, which are identified in **Exhibit "A"**.
4. Participant Satisfactory Survey.
5. Subrecipient participation in required meetings.
6. Adherence to contract language.

H. *Progress or Case Notes.* During any time in which Subrecipient is providing services to a Participant, Subrecipient shall update Progress or Case Notes in accordance with any directive given by ACJFS. Failure to follow any of the instructions will result in nonpayment for rendered Participant services. Subrecipient shall comply with ACJFS' requirement to submit Monthly Tally Forms and the Semi- Annual Reports in accordance with ACJFS or any directive given by ACJFS. Failure to comply may result in ACJFS requiring Subrecipient to develop and submit to ACJFS a corrective action plan.

Upon completion of any required report, Subrecipient must use the appropriate program/service name and code according to the TXX/TANF Service Codes list.

I. *GED Preparation and Testing.* When applicable, if any GED Preparation and Testing services are provided through this Subgrant Agreement, such services must adhere to the following parameters:

1. ACJFS will not reimburse Subrecipient for the number of hours that a Participant may spend in the GED Preparation activities since such activities are offered at no cost to all individuals needing classes under the guidelines of the Ohio Department of Education, the Ohio Board of Regents and/or applicable state agency.
 2. Subrecipient understands hours spent in the GED Preparation and Testing **may** qualify as part of the countable hours of an Ohio Works First (OWF) Participant's weekly work/training activity requirements. The OWF Participant should be referred to ACJFS to assist in the determination if any time spent in the GED is countable for them. If a TXX/TANF Participant is also an OWF Participant, Subrecipients will report GED Preparation and Training activities to ACJFS through applicable mechanism determined by ACJFS.
 3. If the funds are available, the cost of GED Testing may be paid for those Participants determined eligible through ACJFS TANF hard service or WIA supportive service allocations. Subrecipient should refer Participants to ACJFS for determination.
- J. Subrecipient shall be responsible for purchasing at its own cost and expense all equipment and materials necessary for Subrecipient to execute its duties identified in this Subgrant Agreement except such equipment and material specifically listed in Subrecipient's Proposal and Budget.
- K. The County reserves the right to renegotiate the Deliverables and the outcome expectations with Subrecipient at any time during the term of this Subgrant Agreement. **During the term of this Subgrant Agreement, Subrecipient shall submit any proposed changes that affect the delivery of services and/or budget in writing to the attention of ACJFS' Contract Administration Division to forward for consideration and internal distribution.** If the proposed changes are related to the budget, due to the County processes for approval of such, ACJFS reserves the right to limit the timeframe for submission of these requests. Therefore, no budgetary changes shall be considered after the conclusion of the third quarter of this Subgrant Agreement.
- L. Subrecipient is responsible to notify ACJFS in writing when any personnel changes occur that affect the delivery of the services purchased under this Subgrant Agreement. This information shall be sent to the attention of ACJFS **Contract Administration Division.**
- M. Provide any other services set forth in its Proposal consistent with the terms contained in this Subgrant Agreement.

Article IV Contract Period

- A. *Term.* This Subgrant Agreement shall be in effect from **October 1, 2021 through September 30, 2022**, subject to the termination/cancellation provisions set forth below in Article X.
- B. *Auditor Certification.* The Parties understand that this Subgrant Agreement will not be valid and enforceable until funds are certified by the County Auditor. Subrecipient further agrees that it will neither perform work nor submit an invoice for payment for work performed under this Subgrant Agreement prior to the effective date of the Subgrant Agreement.

Article V Reports and Records

- A. *Maintain and Provide.* Subrecipient shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this Subgrant Agreement in accordance with acceptable professional practice and appropriate accounting procedures. ACJFS or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection, auditing and copying upon reasonable notice to Subrecipient. Subrecipient agrees to maintain and provide ACJFS access to the following records:
 - 1. Accounting and fiscal records adequate to enable the County and/or State of Ohio (including, but not limited to, Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller General of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers and records of the Subrecipient which are directly pertinent to that specific contract.
 - 2. Other records and reports as required by the County of ODJFS need to enable the County to comply with local, state and federal statutes and regulations applicable.
- B. *Five (5) Year Retention.* Subrecipient shall maintain all records related to this Subgrant Agreement and the administration of the program for five (5) years after the County makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the Subrecipient shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

Article VI Compensation and Billing

- A. *Compensation.* **The County of Ashtabula shall pay for services a sum not to exceed One Hundred and Eighty-Seven Thousand One Hundred and Twenty-Seven Dollars and 66/100 (\$187,127.66).**

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2022 Title XX TANF Transfer

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): 93.667

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2021

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

- B. *Invoicing.* Subrecipient shall submit at the end of the service month an invoice within **fifteen business (15) days** after the end of the service month.

Invoices must be mailed, delivered or emailed to the address below:

Ashtabula County Job & Family Services
Attention: Accounts Payable
2924 Donahoe Drive
Ashtabula, OH 44004
ALISSA.DREES@jfs.ohio.gov

Subrecipient shall make all reasonable efforts to include all services provided during the service month on the ACJFS invoice, or an approved facsimile thereof, and other required supportive documentation, which are attached hereto as **Exhibit "C"** and incorporated herein. Invoices must be accompanied by documentation supporting all claimed expenses. Subrecipient must receive written authorization for any exceptions to the required supportive documentation stated herein, including, but not limited to, Participant's sign-in and sign-out sheets. Subrecipient must submit the written request

for exceptions to **ACJFS' Contract Administration Division** for internal distribution and consideration.

The County will review such invoices for completeness/correctness and for any further information necessary before making payment. ACJFS reserves the right to not make payment for any services invoiced beyond three (3) months after the end of the service month, unless Subrecipient was unable to provide said invoices due to factors beyond its control or unless the Subgrant Agreement has been amended to allow for invoices beyond the three (3) months limit. Said factors may include, but are not limited to, acts of God, fires, floods, strikes delays by suppliers, unusually severe weather, etc. The County will make payment within forty-five (45) days after receipt of accurate invoices submitted in accordance with the terms of this Subgrant Agreement.

- C. *Availability of Funds.* Payments for all services provided in accordance with the provisions of this Agreement are contingent upon availability of funds. **The recommended contract level is subject to change or could be completely withdrawn pending ACJFS' final notification of TXX/TANF allocation levels from the State of Ohio.** It is the policy of the County to not reimburse for any services provided unless the ACJFS' draw of Federal and State funding for program has been deposited and accounted for by the County's Fiscal Office. Therefore, the County will not disburse payment to its Providers of service in anticipation of projected funds. This may affect the County's ability to make payment within forty-five (45) days after receipt of accurate invoices submitted in accordance with the terms of this Agreement. Subrecipient warrants that any cost incurred pursuant to this Agreement will not be allowable as or included as a cost of any other federally financed program.
- D. *Cost Reimbursement.* The County will compensate the Subrecipient for services provided under this Subgrant Agreement on a "cost reimbursement" basis after all costs have been documented and deemed allowable.

Article VII Responsibility for Audit Exceptions

Subrecipient 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 the provisions of this Subgrant Agreement.

1. Subrecipient agrees to pay the County the full amount of payment it received for services not covered by Subrecipient's Subgrant Agreement as set forth in the audit exception.
2. Subrecipient agrees to pay the County the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.

3. Subrecipient shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Contract period. Subrecipient agrees to a special audit of expenditures if requested by the Director of ACJFS on the basis of evidence of misuse or improper accounting of funds.
Failure to provide such information may be reason to suspend payments to Subrecipient until any and all questions or irregularities are resolved. Subrecipient shall submit to ACJFS a final report not more than sixty (60 days) after the end of the cycle containing a complete Financial Reconciliation and a full Program Evaluation.

The Financial Reconciliation report should consist of a listing of all Participants served during the contract period, hours/units of service, reimbursement requested, payments received as well as the source of referral and eligibility determination. The Program Evaluation should describe the type of services Subrecipient made available to Participants, the number of individuals served and specify whether Subrecipient met its goals and objectives.

4. All Subrecipients are required to submit, within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months of the end of the Subgrant Agreement, an Annual Compliance audit conducted by an independent Certified Public Accountant (individual or firm) in compliance with applicable Federal government auditing standards. **Further, Subrecipients expending more than Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000) of Federal awards in a single year shall submit an Audit following the principles of the Uniform guidance or**
5. **Super-circular or Uniform Guidance which requires audit of "non-Federal entities."** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards provides guidelines for determining Federal awards expended. Federal awards include all funds received by Subrecipient, not only those received by ACJFS under this or any other County Agreement. **Subrecipient shall submit completed Audits electronically to the Federal Audit Clearinghouse. Auditees and auditors must ensure that their respective parts of the reporting package do not include Protected Personally Identifiable Information (PII), as defined in CFR Title 2 Subtitle A Chapter II Part 200 Subpart A §200.82.**
6. Subrecipient acknowledges ACJFS may conduct its own review of Subrecipient's records and invoices pursuant to the principles contained in the Super-circular or Uniform Guidance based upon the ACJFS' state required annual risk analysis. Additionally, Subrecipient must adhere to ACJFS Billing Policies. Subrecipient agrees to repay ACJFS for questioned costs as a result of this review. The questioned costs may be appealed to the Director of ACJFS; however, the decision of the Director of ACJFS is final.

Article VIII Limitation of Liability

Subrecipient is a public entity and its liability is governed under the provisions of §2744 of the Ohio Revised Code.

Article IX
Equal Opportunity Employment/Non-Discrimination

- A. *Non-discrimination in performance.* Subrecipient shall not discriminate against any employee or applicant for employment in any manner in its performance under this Subgrant Agreement by reason of race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. The Subrecipient shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Subgrant Agreement. Any Subrecipient found to out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of the Subgrant Agreement.
- B. *EEO Employer.* The Subrecipient warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.
- C. *Non-discrimination in Employment.* In carrying out this Subgrant Agreement, Subrecipient will not discriminate against any employee or applicant for employment by reason of race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Subrecipient will ensure that applicants are hired, and that employees are treated during employment without regard to their race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Such action includes, but it not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs.
- D. *Posting.* Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all

qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Subrecipient will incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and will require all of its subcontractors for any part of such work to incorporate said requirements in all subcontracts for such work.

Article X Termination/Cancellation

County reserves the right to terminate this Subgrant Agreement or any part of this Subgrant Agreement for its sole convenience.

County will have the unrestricted right to terminate this Subgrant Agreement without any obligation to Subrecipient upon the happening of any one or more of the following events:

- a) Subrecipient's insolvency or commission of an act affecting or evidencing bankruptcy;
- b) Filing voluntary or involuntary petition of bankruptcy by or against Subrecipient;
- c) Appointment of a receiver for Subrecipient by any Court of competent jurisdiction;
- d) Subrecipient's failure to provide services within the time specified by this Subgrant Agreement or any previous Subgrant Agreement;
- e) Subrecipient's failure to perform any other provisions of this Subgrant Agreement or previous Subgrant Agreements, and
- f) Cancellation of any government contract for which this Subgrant Agreement is issued.

The acceptance of services after the occurrence of any of the above-named events will not affect the right of County to terminate under this paragraph.

County must provide sufficient notice to allow Subrecipient to terminate Participant services under this Subgrant Agreement as outlined in Administrative Code (OAC) §5101:6-2-04(A).

Subrecipient may terminate this Subgrant Agreement by providing thirty (30) business days prior written notice to County.

Upon termination of this Subgrant Agreement, Subrecipient must immediately cease all activities relating to the Subgrant Agreement and immediately deliver to County all work in progress, all property of County, and all information and other materials received or developed under this Subgrant Agreement. At the County's request, Subrecipient must also assist County in efficiently transitioning the project to the new Subrecipient who will continue with the project. County must pay Subrecipient for all Services satisfactorily rendered prior to notice of termination upon submission of a proper invoice less any funds previously paid by or on behalf of County. County is not liable for any further claims, and the claims submitted by the Subrecipient are not to exceed the total amount of consideration stated in this Subgrant Agreement.

Subrecipient is responsible to provide written or personally delivered notification to enrolled Participants when services will be withheld, reduced, suspended, or terminated prior to the date established when originally enrolled. This notification is the Subrecipient's responsibility whether the withholding, reduction, suspension or termination of the Subgrant Agreement is the primary action of the County, ACJFS or Subrecipient. As outlined in Ohio Administrative Code (OAC) §5101:6-2-04(A), this notice must occur fifteen (15) calendar days prior to the processing of the proposed action. If Subrecipient continues to provide service to Participants after the fifteen (15) calendar days, the Subrecipient is responsible for associated costs and ACJFS will not reimburse Subrecipient.

Article XI
Health Insurance Portability and Accountability Act
("HIPAA") of 1996 as Amended by the American Reinvestment Recover Act
("ARRA") of 2009

Subrecipient hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA as amended by the ARRA, apply directly to Subrecipient. Subrecipient also acknowledges HIPAA requires that all entities subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Subrecipient warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care Subrecipients and health care clearinghouses. Finally, Subrecipient recognizes the following provisions of HIPAA, as amended by the ARRA, apply:

- A. Subrecipient is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Subrecipient.
- B. Subrecipient is subject to periodic compliance audits with regard to HIPAA compliance.

- C. Subrecipient is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
- D. Subrecipient is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
- E. Subrecipient must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
- F. Subrecipient can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.

Article XII Independent Contractor

Nothing contained in this Subgrant Agreement shall be construed to be or to create a joint venture of partnership between the County and Subrecipient. The relationship of Subrecipient to County under this Subgrant Agreement is that of independent contractor.

Article XIII Subcontracting

If the Subrecipient needs to subcontract in order to provide the services that is has contracted with County to provide, the Subrecipient will obtain written permission from County prior to entering into such an agreement. Subrecipient will also enter into a written subcontracting agreement with the subcontractor, which contains the same terms, conditions, and covenants contained in the Subgrant Agreement between the Subrecipient and County.

Once the subcontract has County approval, Subrecipient will provide a copy of the subcontracting Agreement to the **ACJFS Contract Administration Division** upon execution of such an Agreement. The subcontractor shall comply with those rules set forth in all relevant state and federal requirements, including, but not limited to, those governing audit and monitoring requirements. The Subrecipient is responsible to make certain the subcontractor adheres to all state and federal requirements through regular monitoring. ACJFS reserves the right to ask Subrecipient for evidence that such monitoring occurred.

Article XIV Grievance Procedures

The Subrecipient will notify the County in writing of all grievances initiated by Participants that involve the services provided through this Subgrant Agreement. The subrecipient shall submit any pertinent facts and/or resolution of the grievances to ACJFS on a monthly basis. The notification should be sent to **ACJFS' Contract Administration Division** for internal distribution.

The Subrecipient will post their grievance policy and procedures in a public or common area, at each site under this Subgrant Agreement, in order for all Participants to be aware of the procedures.

Article XV Special Certification

- A. *Conflict of Interest.* Any officer, employee, or agent of the Subrecipient or of County or the ACJFS who exercises any function or responsibilities in connection with the planning and carrying out of this Subgrant Agreement or any other persons who exercise any functions or responsibilities in connection with this Subgrant Agreement shall have no personal financial interest, direct or indirect, in this Subgrant Agreement.
- B. *Debarment and Suspension.* Subrecipient will, upon notification by any Federal, State, or Local government agency, immediately notify the County of any debarment or suspension of the Subrecipient being imposed or contemplated by the Federal, State, or Local government agency. Subrecipient will immediately notify the County if it is currently under debarment or suspension by any Federal, State or Local government agency.
- C. *Lobbying Prohibition.* Subrecipient certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- D. *Cooperation with CSEA.* Subrecipient agrees to cooperate with County and any child support enforcement agency (CSEA) in ensuring that Subrecipient or employees of Subrecipient meet child-support obligations established under state law. Further, by executing this Subgrant Agreement Subrecipient certifies present and future compliance with any court order for the withholding of support that is issued pursuant to §3113.21 to §3113.27 of the Ohio Revised Code (ORC).

Article XVI Property of County of Ashtabula

Any item produced under this Subgrant Agreement or with funds provided under this Subgrant Agreement, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Subrecipient will not obtain copyright, patent, or other proprietary protection for the Deliverables. The Subrecipient

will not include in any Deliverable any copyrighted matter unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provide in this Subgrant Agreement. The Subrecipient agrees that the Deliverables will be made freely available to the general public unless the County determines that, pursuant to local, state or federal requirements, such property or materials are confidential.

Article XVII Unresolved Findings of Recovery

Subrecipient hereby acknowledges ORC §9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. an individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC §9.24 which lists all persons who have unresolved findings of recovery dating back to January 1, 2001.

Subrecipient hereby warrants that by entering into this Subgrant Agreement with the County, Subrecipient has not been issued any findings for recovery by the Auditor of the State. Further, Subrecipient warrants that Subrecipient will immediately notify the County in writing in the event a finding for recovery occurs any time during the contract term.

Article XVIII Language Assistance to Persons with Limited English Proficiency (“LEP”) (Title VI of the Civil Rights Act of 1964)

Subrecipient hereby acknowledges that Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations provides that no person shall be subjected to discrimination on the basis of race, color or national origin under any program or activity that received Federal financial assistance. Thus, any organization or individual that receives Federal financial assistance, either directly or indirectly, through a grant, contract or subcontract, is covered by Title VI, including hospitals, nursing homes, home health agencies, home maintenance organizations, health service Subrecipients and human service organizations.

Subrecipient further acknowledges that Title VI makes it unlawful for an individual or an organization to discriminate against persons with Limited English Proficiency (“LEP”). Also, agencies who receive Federal funding from the U.S. Department of Health and Human Services (“HHS”) are required to provide oral and/or written translation services to individuals whose primary language (spoken or written) is not English.

Subrecipient warrants that if it is an individual or an organization that is a recipient of Federal financial assistance from HHS, it has an obligation to ensure that LEP persons have meaningful and equal access to benefits and services.

Subrecipient agrees that it will comply with all federal laws and regulations pertaining to Title VI of the Civil Rights Act of 1964.

Article XIX Insurance

Subrecipient agrees to provide and maintain throughout the term of this Subgrant Agreement the following with regard to insurance:

- a) Comprehensive General Liability insurance with minimum limits of One Million Dollars and 00/100 (\$1,000,000.00) per occurrence;
- b) Worker's Compensation insurance in such limits as prescribed by law;
- c) County must be named as an Additional Insured with regard to Comprehensive General Liability with a Certificate of Insurance submitted upon execution of this Subgrant Agreement; and
- d) Subrecipient must supply to the County copies of certificates of accident, automobile and property insurance; and
- e) County requires a thirty (30) days advance written notice of policy cancellation, non-renewal, reduction of limits, or other material modification.

Under this Subgrant Agreement, to ensure proper distribution within the County, **written notice concerning all matters of Insurance and Worker's Compensation shall be mailed to the ACJFS, Contract Administration Division, 2924 Donahoe Drive, Ashtabula, OH 44004.**

Article XX The Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA)

Subrecipient hereby warrants that by entering into this Subgrant Agreement with the County, Subrecipient has not been providing financial assistance or support to terrorist organizations.

Article XXI Offshore Services Compliance

Subrecipient hereby acknowledges that expenditures of public funds on offshore services are banned, per Executive Order 2011-12K (Kasich). Subrecipient hereby warrants that by entering into this Subgrant Agreement with the County, Subrecipient is in compliance with the terms of this Order. Recipients of funds through the Ohio Department of Job and Family

Services are required to complete the Department of Administrative Services/Ohio Department of Job and Family Services Standard Affirmation and Disclosure Form attesting to such compliance. Subrecipient warrants that Subrecipient will comply with the County's process for completing the Standard Affirmation and Disclosure form, which is incorporated in this Subgrant Agreement as if fully written. Subrecipient's failure to comply with the process can result in termination of this Subgrant Agreement.

Article XXII National Voter Registration Act ("NVRA")

Pursuant to the National Voter Registration Act (NVRA), all applicants for public assistance must be afforded the opportunity to register to vote or update their registration. Therefore, Subrecipient will ensure all potential Participants are provided this opportunity at the time of application or at any redetermination of benefits, if applicable, as follows:

- A. Post an NVRA notice, as provided by ACJFS, in a conspicuous place. The Subrecipient will access the poster at:
<http://www.sos.state.ohio.us/SSOS/Upload/publications/election/BMVDA/VRPoster-NVRA.pdf> and print for posting.
- B. Offer the opportunity to register to vote as part of the application/redetermination process.
- C. Assist any Participant who wishes to register to vote in completing the Registration Form and ensure all forms are completed fully.
- D. Date stamp each completed form with a stamp that does not identify Subrecipient.
- E. Complete the Declination/Notice of Rights form for those who do not wish to register or who are already registered and maintain a copy with the application.
- F. Hand deliver all Registration forms to the Ashtabula County Board of Elections within five (5) days of completion under the required transmittal form.

All notices and forms used in this process are attached hereto and incorporated herein as **Exhibit "D"**.

Article XXIII Federal Compliance

Notwithstanding other provisions in this Subgrant Agreement, Subrecipient will comply with the following provisions, as outlined in OAC §5101:9-4-07(C), as applicable. Compliance with these provisions does not relieve Subrecipient of having to comply with all other provisions in this Subgrant Agreement.

- A. *Equal Employment Opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive

- Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity, “ and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. *Nondiscrimination*. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments 011972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act 011973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S. C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and ENS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subrecipient receives Federal financial assistance from ENS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement. Further Subrecipient shall post the December 2015 version of the AD-475B “And Justice for All” poster.
- C. *Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)*. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
- D. *Copeland “Anti-Kickback” Act*. Subrecipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- E. *Contract Work Hours and Safety Standards Act*. Subrecipient must comply with Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S. C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- F. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. *Clean Air and the Federal Water Pollution Control Act.* Contracts and Subgrants of amounts in excess of \$150,000 must comply 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 Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).* Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- I. *Energy Efficiency.* Subrecipient must 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).

**Article XXIV
Miscellaneous**

- A. *Special Instructions.* County may from time to time, provide specific written instructions and requests to Subrecipient concerning the performance of the work described in this Subgrant Agreement. Upon such notice and within ten (10) days after receipt of instructions, the Subrecipient agrees to comply with such instructions and to fulfill such requests to the satisfaction of County. The Parties understand that these instructions and requests will be made only to ensure satisfactory completion of the work described in this Subgrant Agreement and are not intended to amend or alter the Subgrant Agreement or any part of it.
- B. *Assignment.* Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Subgrant Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- C. *Notice.* Any notice required or permitted under this Subgrant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

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

Ashtabula County Court of
Common Pleas
Juvenile Division
3816 Donahoe Drive
Ashtabula, OH 44004

- D. *Entire Agreement, Modification and Severability.* This written Subgrant Agreement represents the entire Subgrant Agreement between the Parties and supersedes all previous Subgrant Agreements, written or oral. This Subgrant Agreement shall not be modified except in writing signed by both Parties. In the event any provision of this Subgrant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Subgrant Agreement which shall be severable.
- E. *Waiver.* If Subrecipient fails to perform an obligation, and County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by County is not effective unless it is in writing signed by County.
- F. *Reservation of Rights.* A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Subgrant Agreement, whether of a like or different character.
- G. *Injunctive Relief.* Subrecipient acknowledges that a material breach of this Subgrant Agreement would cause immediate and irreparable damage to County, which could not be compensated adequately by monetary damages. Accordingly, Subrecipient consents to the entry of appropriate injunctive relief, in addition to any damages that may be awarded, to prevent, stop, or cure any actual or threatened breach of this Subgrant Agreement.
- H. *No Authority to Bind.* Neither party has the power or authority to bind the other party to contracts or other obligations.
- I. *Enforcement Costs.* Subrecipient must reimburse County all attorneys' fees and other costs that the County reasonably incurred in any successful action to stop, cure, prevent, or obtain recovery for any actual breach of this Subgrant Agreement.
- J. *Force Majeure.* Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part,

by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

- K. *Compliance.* Subrecipient agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- L. *Non-Assignment.* Subrecipient agrees to perform personally all duties and obligations imposed under the terms of this Subgrant Agreement. Subrecipient agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Subgrant Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will affect, at the option of County, and cancellation of all the County's obligations under this Subgrant Agreement.
- M. *Ethics Compliance.* Subrecipient agrees to comply with Ohio Ethics Laws as listed in the ORC §102 and 2921 and the OAC §5101. By signing this Subgrant Agreement, Subrecipient certifies to be in compliance with these provisions.
- N. *Incident Reports.* Subrecipient must immediately inform ACJFS of any and all accidents/incidents at their site(s) or while conducting business while off premises, during program hours that involve Participants. This includes any claims, causes of actions, made by and/or against Participants involved in the services at the Subrecipient's premises. Accidents and/or incidents include, but are not limited to, Property Damages (i.e. theft, automobile accidents, trespassing), Persons (assault/battery, threats, injuries to self and/or third Parties, medical emergency, workplace violence, harassment based upon protected status, bomb and terrorism threats, violations of Title VI or VII of Civil Rights Act of 1964), Nature (emergency evacuations, fire), and other incidents which may arise.

Subrecipient shall be responsible for developing a process for the reporting of incidents/accidents to ACJFS and must be able to share process during site visits conducted by ACJFS staff. Incident Reports submitted to ACJFS containing Participant information shall be labeled "Confidential and Privileged Information".

- O. *Publicity.* **The Subrecipient must acknowledge ACJFS as a funding source when publicizing a service funded in any way by ACJFS.** Subrecipient shall not use the name of ACJFS for any commercial purpose without ACJFS' prior written consent. ACJFS' approval of Subrecipient's usage for all media and any other printed publications, (i.e. pamphlets, brochures), if printed professionally, it shall contain ACJFS' logo and if printed by the Subrecipient, it must contain the tagline "Funded by Ashtabula County Department of Job and Family Services". Furthermore, Subrecipient acknowledges that the logo and tagline provide by ACJFS shall not be altered in any form, including alternate language. Additionally, Subrecipient shall submit to ACJFS a

copy of all approved publicity and release prior to the time of release (i.e. news articles, annual reports).

- P. *Faith Based Organizations.* If Subrecipient is a faith based organization, Subrecipient agrees services provide under this Subgrant Agreement will be performed in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996. Subrecipient will provide service under this Subgrant Agreement in such a manner as to ensure the religious freedom of all program Participants. Subrecipient will not discriminate against any Participant based upon religion, religious belief, or refusal to participate in a religious activity. Funds provided under this Subgrant Agreement will not be used to promote the religious character and activities of the Subrecipient. If a Participant objects to the religious character of the organization, the Subrecipient will immediately refer the individual to ACJFS so that the Participant can choose an alternate Subrecipient.
- Q. *Governing Law.* This Subgrant Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Subgrant Agreement or arising from this Subgrant Agreement must be brought in the Ashtabula County Court of Common Pleas.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the Parties hereto have caused this Subgrant Agreement to be executed.


Therefore, the below listed parties enter into this Subgrant Agreement.

SIGNATURES:




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


9.9.21
Date




Ashtabula County Court of Common Pleas
- Juvenile Division

9-13-21
Date







Ashtabula County Board of Commissioners

9/28/2021
Date

EXHIBIT "A"

Ashtabula County Juvenile Court

Resource Center

FFY2022

The Ashtabula County Resource Center is designed to provide information and services to youth and families. The Center is separate from Juvenile Court to make the experience seem less punitive and more treatment/service oriented. The Resource Center is located directly across from the Ashtabula City Health Department and across the street from one of the county's large behavioral health agencies, which allows a warm hand off for services when appropriate. Pamphlets, brochures and agency directories are all available in the lobby of the Resource Center. As well as 24 hour staff to provide crisis intervention and linkages to needed services.

Trained staff provide screening and assessment for all youth and families that are referred by Juvenile Court, law enforcement, schools or choose to seek services on their own. The Center provides case management, evidence based programming, computer access for educational services, basic needs supplies and referrals, community service and respite referral. Parenting Programs, life skills programs, gender specific programming and substance abuse education/treatment are also provided at the Center.

One of the goals of the Resource Center is to intervene earlier with youth and families to screen and assess their needs and provide the appropriate referrals and or services to meet those needs. Early intervention with the hope of preventing youth from reaching the point of out of home placement, higher end service needs and formal Court involvement and family preservation are the ultimate goals of the Center.

Unruly/truant youth, youth involved in domestic violence disputes, pregnant and parenting teens, youth returning from out of home placements as well as those youth at high risk to be removed from home and the families of these youth are identified as target populations.

The Resource Center currently provides services funded through the Ohio Department of Youth Services RECLAIM program. The Court has been fortunate to receive enough funding to open the Center 24 hours a day/ 7 days a week to allow for the best access for families. The funding amount varies from year to year and have numerous contingencies to the amount the county receives. As we know, a vast majority of our youth and families meet the TANF/Title XX requirements, therefore the Court is seeking funds to sustain the program by securing a secondary funding source.

The Resource Center has set a goal to reach 360 youth/families each year with an 80% success rate of keeping youth from formal Court appearance. The Court also contracts with Case Western Reserve University to provide program evaluation and data collection. Currently, the Court is using the Juvenile Violence Questionnaire (JVQ) to measure a juvenile's exposure to violence and trauma and using Ohio Scales to measure pre and post service/treatment outcomes.

Currently the Court is using the Risk Assessment Instrument (RAI) to measure a juvenile's exposure to violence and trauma and using Ohio Scales to measure pre and post service/treatment outcomes. We have added assessments performed by Cadence Care. We are also making calls one year after success from the program to measure outcomes.

Any youth and their family will go through the following process when referred to the Resource Center for services:

- **Screening:** Youth and families can be referred to the Resource Center by the Court, law enforcement, schools, outside agencies and parents. Upon receipt of the referral, the youth and family are screened using the GAIN-SS, JVQ-R2, Ohio Scales, Human Trafficking, Criminal Thinking Scale, Risk Assessment Instrument (RAI), a basic needs family assessment and the Ohio Youth Assessment Screen (OYAS). Upon completion of the intake process, the Diversion Specialist prepares the case file for the Director to assign and also makes appropriate referrals, provides crisis intervention if the situation dictates. Upon review of the case, the Director will then assign a permanent Diversion Specialist to work with the youth and family to conduct the eligibility interview and process with the family.
- **Service Planning:** Upon review of the intake materials as well as further interviews with the youth and family, the Diversion Specialist along with the family develop a Service Plan to address the issue that brought them to the Center's attention as well as any identified needs the family is facing. Releases for information gathering/exchange from Behavioral Health agencies, Children Services, schools, etc. are executed to continue to develop a comprehensive plan and further identify and problem areas. Any changes to the Service Plan is reviewed and discussed with all pertinent parties.
- **Monitoring and Follow-up:** The Diversion Specialist meets with the youth and family on a weekly basis depending on the risk and need level. They monitor the plan and incentivize compliance when appropriate. The Diversion Specialist also identifies any barriers that the family encounters that prevents success. The Diversion Specialist also engages outside agencies, service providers to create an ongoing support network when needed and encourages the family to identify natural supports that can be beneficial to their success. Service is delivered in the community, in the client's home, at schools and at the Center. Length of service is typically 90 days or less, however this can be extended and a youth and family can receive services multiple times at the Center.
- **Case Documentation:** Each worker provides ongoing case notes and logs for each client. They are also responsible for case dosage reports to document number of direct service hours provided to each client. A closing report is completed to summarize services provided and goals reached at the completion of each case. Again, Ohio Scales is done at the onset and close of each case and sent to Case Western Reserve University (CWRU) for program evaluation and data collection purposes.

- Program Evaluation: Monthly calls with CWRU are conducted to discuss program development, address ongoing issues and determine future goals. Quarterly meetings are held with the Ohio Department of Youth Services to again discuss development, issues and goals.

Services and programs available at the Resource Center:

- Screening/Assessment
- Information/Referral
- Case Management
- Crisis Intervention
- Substance Abuse Assessment/Education/Seven Challenges Program
- Community Service
- Community Garden
- Girls Circle/Boys Council
- Parent Project
- Strengthening Families
- CBT Programming
- Computers available to youth for online credit recovery, online school work, etc.
- Multi-Systemic Therapy
- Respite
- School Diversion Program
- Transportation for program involved families

The Resource Center refers youth that need employment or vocational services to the Youth Opportunities program and the TIP program at Community Counseling Center for support for those youth transitioning into adulthood. Staff work closely with these programs to address the individual needs of each youth. The Center recognizes that keeping youth in school and/or engaged in an educational program is vital to future success. Diversion Specialists also work with youth on job application, interview techniques and transportation to job sites for applications and interviews.

The Resource Center is committed to improving academic success with our youth. We are currently in the third year of having an Intervention Specialist in Lakeside Junior High School and are launching a project in the high school this year to reduce truancy, disruptive classroom behaviors and suspensions and expulsions.

The Center hopes to expand services even further and provide mentoring, tutoring, IHBT and expanded school services.

**BUDGET
SUMMARY SHEET**

Ashtabula County Juvenile Court

Resource Center

Date From: October 1, 2021

To: September 30, 2022

SALARIES	\$128,523.20
PERS	17,993.25
MED	1,863.59
INSURANCE	38,105.00
WC	642.62
TOTAL	\$187,127.66

The budget request includes the cost of 4 full time staff members. PERS is figured at 14%, Medicare at 1.45%, Worker's Comp at 0.5% and Insurance at the 2021 rate. Insurance costs are dependent on worker status and the negotiated county rate.

**Applicant Budget
Summary**

Applicant: Ashtabula County Juvenile Court	
Date From: October 1, 2021	To: September 30, 2022

	Program	Title XX
I. Staff		
A. Salaries	\$ 208,478.40	\$ 128,523.20
B. Payroll-Related Expenses	\$ 83,385.25	\$ 58,604.46
Total Staff Costs	\$ 291,863.65	\$ 187,127.66
II. Operations		
A. Travel and Short-Term Training	\$ 300.00	\$ -
B. Consumable Supplies	\$ 5,000.00	\$ -
C. Occupancy Costs	\$ 25,665.00	\$ -
D. Contract and Professional Services	\$ 31,560.00	\$ -
E. Other - Miscellaneous	\$ 9,736.00	\$ -
Total Operational Costs	\$ 72,261.00	\$ -
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ -	\$ -
C. Leased and Rented Equipment	\$ 2,040.00	\$ -
Total Equipment Costs	\$ 2,040.00	\$ -
Sub- Total of All Costs	\$ 366,164.65	\$ 187,127.66
IV. Minus Other Program Resources	\$ -	\$ -
Total Program Costs	\$ 366,164.65	\$ 187,127.66

Budget Computation

Total Operating Expenses	\$ 366,164.65	\$ 187,127.66
Divided by Total Operating Units	2,440.00	960.00
= Unit Rate	150.0674795	194.9246458

Unit Rate	\$ 150.07	\$ 194.92
X number of units purchased	2,440.00	960.00
= Total Contract Amount	\$ 366,164.65	\$ 187,127.66

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Entire Program	Title XX Project
Mileage Reimbursement rate per mile: \$ 0.50	\$ 300.00	
Short-Term, Training		
Total Travel and Short-Term Training	\$ 300.00	\$ -

II. B. Consumable Supplies

Type	Program Consumable Supplies	Title XX Consumable Supplies
Office Supplies	\$ 5,000.00	
Cleaning Supplies		
Other (identify)		
Other (identify)		
Total Consumable Supplies	\$ 5,000.00	\$ -

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent	\$ 25,665.00	
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage		
Maintenance and Repairs		
Utilities (if not included in rent) must be itemized		
Heat		
Electric		
Water		
Telephone		
Sewer		
Other (identify)		
Other (identify)		
Total Occupancy Costs	\$ 25,665.00	\$ -

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Entire Program Cost	Title XX Program Cost
Cadence Care	\$ 25,000.00	
ComDoc	\$ 1,560.00	
Case Western Reserve	\$ 5,000.00	
Total Contract & Services Costs	\$ 31,560.00	\$ -

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	Title XX Program Cost
Computer Licenses	\$ 5,776.00	
Liability Insurance	\$ 1,460.00	
Incentives	\$ 2,500.00	
Total Miscellaneous Costs	\$ 9,736.00	\$ -

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount Entire Program	Amount for Title XX
Total Small Equipment Purchases		\$ -	\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount Entire Program	Amount for Title XX
Wells Fargo (Copier Lease)	1	\$ 2,040.00	
Total Leased and Rented Equipment		\$ 2,040.00	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for Title XX
	\$ -	
Total Other Resources	\$ -	\$ -

EXHIBIT “B”

PRC FEDERAL POVERTY GUIDELINES 150% (per Cash and Food Assistance Standard Help Sheet 1/22/15)

Assistance Group size	150% Monthly
1	\$1,471
2	\$1,991
3	\$2,512
4	\$3,031
5	\$3,551
6	\$4,072
7	\$4,591
8	\$5,111

CASH AND FOOD ASSISTANCE STANDARDS HELP SHEET

10/1/15 - 9/30/16

Food Assistance

OWF AG Size	OWF Initial Elig. Test (TOWF)	OWF PMT (STIP) (TOWF)	OWF Alloc. Allow. 100% (TOWF)	PRG AG Size	PRG FPG 100% 1/22/15	PRG FPG 200% 1/22/15	FA AG Size	FA Allot 10-1-14 (TTFP)	130% Gross Std. 10-1-15 (TFSS)	Net Std. 10-1-15 (TFSS)	165%* Gross 10-1-15 (TFSS)	200% Gross 10-1-15 (TFSS)	Std. Ded. 10-1-15 (TTFP)
1	491	282	583	1	981	1962	1	194	1276	981	1619	1962	155
2	664	386	802	2	1328	2655	2	357	1726	1328	2191	2655	155
3	838	473	980	3	1675	3349	3	511	2177	1675	2763	3349	155
4	1011	582	1210	4	2021	4042	4	649	2628	2021	3335	4042	168
5	1184	682	1417	5	2368	4735	5	771	3078	2368	3907	4735	197
6	1358	759	1578	6	2715	5429	6	925	3529	2715	4479	5429	226
7	1531	848	1761	7	3061	6122	7	1022	3980	3061	5051	6122	226
8	1704	940	1954	8	3408	6815	8	1169	4430	3408	5623	6815	226
9	1878	1034	2149	9	3755	7509	9	1315	4881	3755	6195	7509	226
10	2051	1127	2345	10	4101	8202	10	1461	5332	4102	6767	8202	226
11	2224	1218	2532	11	4448	8895	11	1607	5783	4449	7339	8895	226
12	2398	1312	2727	12	4795	9589	12	1753	6234	4796	7911	9589	226

*Used only to determine whether elderly and disabled AG members and their spouse who live with others, qualify for separate AG status.

MEDIGARE PREMIUM

1/1/14 \$104.90

SSI PMT(1/1/15)

Single \$733
Couple \$1100

FOOD ASSISTANCE 10/1/15 (TFEP)

Standard Shelter Estimate Homeless \$143
Earned Income Deduction 20%
Excess Medical Deduction \$35
Dependent Care Deduction No limit
Minimum Monthly Allotment \$16
Standard Utility Allowance -- \$510
Limited Utility Allowance \$328
Single Utility Allowance \$72
Standard Telephone Allowance \$39
Limit on Shelter Deduction -- \$504

To find the Medicaid Standards Help Sheet Link:
1. Click on Medicaid from Innerweb home page.
2. From Medicaid Innerweb home page click on County Resources.
3. Then click on Eligibility Technical Assistance and Compliance and scroll down to Medicaid Standards Help Sheet

EXHIBIT “C”

**Ashtabula County Department of Job & Family Services
COST REIMBURSEMENT
PROVIDER MONTHLY EXPENSE REPORT & INVOICE**

SECTION I:	INVOICE PERIOD:	
PROVIDER'S NAME AND ADDRESS:	PROVIDER'S TELEPHONE NUMBER:	
	CONTRACT TYPE: Cost Reimbursement	
PROVIDER'S SIGNATURE:	DATE:	

SECTION II:				
COST CATEGORY	BUDGET	CURRENT MO. EXPENSES	CUMULATIVE YTD EXPENSES	BALANCE AVAILABLE
Direct Salaries Cost				
Direct Salaries	\$ -	\$ -	\$ -	\$ -
Direct Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Operating Costs	\$ -	\$ -	\$ -	\$ -
Payroll Processing	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Computer Supplies	\$ -	\$ -	\$ -	\$ -
Computer Repair & Maint	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Equipment Maint-Copier, Fax	\$ -	\$ -	\$ -	\$ -
Occupancy Cost (rent or lease)	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -

Other Utilities

Indirect Costs				
Miscellaneous				
Indirect Costs	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL FOR ALL CATEGORIES	\$ -	\$ -	\$ -	\$ -

DOCUMENTATION-SUCH AS COPIES OF PAYROLL REPORTS, INVOICES AND RECEIPTS-MUST BE SUBMITTED WITH EACH MONTHLY INVOICE TO VERIFY EACH EXPENSE THAT YOU ARE EXPECTING REIMBURSEMENT FOR.

EXHIBIT “D”

Voter Registration and Information Update Form

Please read instructions carefully. Please type or print clearly with blue or black ink.

For further information, you may consult the Secretary of State's website at www.OhioSecretaryofState.gov or call (877) 767-6446.

Eligibility

You are qualified to register to vote in Ohio if you meet all the following requirements:

1. You are a citizen of the United States.
2. You will be at least 18 years old on or before the day of the general election.
3. You will be a resident of Ohio for at least 30 days immediately before the election in which you want to vote.
4. You are not incarcerated (in jail or in prison) for a felony conviction.
5. You have not been declared incompetent for voting purposes by a probate court.
6. You have not been permanently disenfranchised for violations of election laws.

Use this form to register to vote or to update your current Ohio registration if you have changed your address or name.

NOTICE: This form must be received or postmarked by the 30th day before an election at which you intend to vote. You will be notified by your county board of elections of the location where you vote. If you do not receive a notice following timely submission of this form, please contact your county board of elections.

Numbers 1 and 2 below are required by law. You must answer both of the questions for your registration to be processed.

Registering in Person

If you have a current valid Ohio driver's license, you must provide that number on line 10. If you do not have an Ohio driver's license, you must provide the last four digits of your Social Security number on line 10. If you have neither, please write "None."

Please see information on back of this form to learn how to obtain an absentee ballot.

Registering by Mail

If you register by mail and do not provide either an Ohio driver's license number or the last four digits of your Social Security number, you must enclose with your application a copy of one of the following forms of identification:

Current and valid photo identification, a military identification, or a current (within the last 12 months) utility bill, bank statement, government check, paycheck, or government document (other than a notice of voter registration mailed by a board of elections) that shows the voter's name and current address.

Residency Requirements

Your voting residence is the location that you consider to be a permanent, not a temporary, residence. Your voting residence is the place in which your habitation is fixed and to which, whenever you are absent, you intend to return. If you do not have a fixed place of habitation, but you are a consistent or regular inhabitant of a shelter or other location to which you intend to return, you may use that shelter or other location as your residence for purposes of registering to vote. If you have questions about your specific residency circumstances, you may contact your local board of elections for further information.

Your Signature

In the area below the arrow in Box 14, please write your cursive, hand-written signature or make your legal mark, taking care that it does not touch the surrounding lines so when it is digitally imaged by your county board of elections it can effectively be used to identify your signature.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

I am: Registering as an Ohio voter Updating my address Updating my name

1. Are you a U.S. citizen? Yes No
 2. Will you be at least 18 years of age on or before the next general election? Yes No
 If you answered NO to either of the questions, do not complete this form.

3. Last Name First Name Middle Name or Initial Jr., II, etc.

4. House Number and Street (Enter new address if changed) Apt. or Lot # 5. City or Post Office 6. ZIP Code

7. Additional Mailing Address (if necessary)

8. County (where you live)

9. Birthdate (MM/DD/YYYY) (required) 10. Ohio Driver's License number OR Last Four Digits of Social Security number (one form of ID required to be listed or provided) 11. Phone Number (voluntary)

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street

Previous City or Post Office Previous County Previous State Ohio

13. CHANGE OF NAME ONLY Former Legal Name Former Signature

14. I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.

Your Signature  Date (MM/DD/YYYY)

FOR BOARD USE ONLY SEC4010 (rev. 4/15)
City, Village, Twp. <input type="text"/>
Ward <input type="text"/>
Precinct <input type="text"/>
School Dist. <input type="text"/>
Cong. Dist. <input type="text"/>
Senate Dist. <input type="text"/>
House Dist. <input type="text"/>

**TO ENSURE YOUR INFORMATION IS RECEIVED,
PLEASE DO THE FOLLOWING:**

1. Print this form.
2. Make sure all required fields are complete.
3. Sign and date your form.
4. Fold and insert your form into an envelope.
5. Mail your form to your county board of elections.

For your county board's address please visit www.OhioSecretaryofState.gov/boards.htm

If you have additional questions, please call the office of the Ohio Secretary of State at (877) SOS-OHIO (877-767-6446).

HOW TO OBTAIN AN OHIO ABSENTEE BALLOT

You are entitled to vote by absentee ballot in Ohio without providing a reason. Absentee ballot applications may be obtained from your county board of elections or from the Secretary of State at: www.OhioSecretaryofState.gov or by calling (877) 767-6446.

OHIO VOTER IDENTIFICATION REQUIREMENTS


Voters must bring identification to the polls in order to verify identity. Identification may include current and valid photo identification, a military identification, or a copy of a current (within the last 12 months) utility bill, bank statement, government check, paycheck, or other government document (other than a notice of voter registration mailed by a board of elections) that shows the voter's name and current address. Voters who do not provide one of these documents will still be able to vote by providing the last four digits of the voter's Social Security number and by casting a provisional ballot pursuant to R.C. 3505.181. For more information on voter identification requirements, please consult the Secretary of State's website at: www.OhioSecretaryofState.gov or call (877) 767-6446.

**WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A
FELONY OF THE FIFTH DEGREE.**

Signature Page

Re: An agreement between **Ashtabula County Job & Family Services** and **Ashtabula County Court of Common Pleas, Juvenile Division** for a **Title XX Sub-Grant Agreement for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 

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 **\$46,781.92**, and free from any previous encumbrances.

Agreement Title: a **Title XX Sub-Grant Agreement Amendment** between **Ashtabula County Job & Family Services** and **Ashtabula County Court of Common Pleas, Juvenile Division**.



David Thomas

Ashtabula County Auditor

Date: _____

9-16-21