

RESOLUTION APPROVING TITLE XX SUBGRANT AGREEMENTS WITH ASHTABULA COUNTY COMMUNITY ACTION AGENCY (22-2001-XX & 22-2002-XX), ACMC REGIONAL HOME HEALTH (22-2003-XX); CATHOLIC CHARITIES OF ASHTABULA COUNTY (22-2004-XX & 22-2005-XX); COUNTRY NEIGHBOR PROGRAM, INC. (22-2006-XX); LAKE AREA RECOVERY CENTER (LARC)(22-2007-XX), ACDJFS

WHEREAS, on September 14, 2021 by Resolution No. 2021-350, proposals were awarded for Temporary Assistance for Needy Families (TANF); Title XX Social Service; and Transportation Programs; and

WHEREAS, it is now necessary to approve the Title XX agreements, as follows:

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

ALL TERMS ARE EFFECTIVE: October 1, 2021 and ending September 30, 2022

SCOPE OF SERVICES: All sub grant agreements listed below provide specified services to Ashtabula County residents.

VARIOUS PROGRAMS (SEE BELOW)

ASHTABULA CO. COMMUNITY ACTION AGENCY, PO. Box 2610, Ashtabula, OH 44005

- **HOME DELIVERED MEALS-** Contract No. 22-2001-XX:
 - **Cost: Not to Exceed, \$16,459.20**

- **INFORMATION & REFERRAL SERVICES -** Contract No. 22-2002-XX:
 - **Cost: Not to Exceed, \$6,671.42**

PERSONAL CARE AND HOMEMAKER SERVICES

ACMC REGIONAL HOME HEALTH, Contract No. 22-2003-XX

Provider: ACMC Regional Home Health, P.O. Box 1428 Ashtabula, OH 44004

Cost: Not to Exceed, \$36,000.00

VARIOUS PROGRAMS (SEE BELOW)

CATHOLIC CHARITIES OF ASHTABULA COUNTY 4200 Park Ave., 3rd Floor Ashtabula, OH 44004

- **GUARDIANSHIP SERVICES - Contract No. 22-2004-XX:**
 - **Cost: Not to Exceed, \$48,126.00**

- **SOAR OHIO PROJECT HOUSING SERVICES - Contract No. 22-2005-XX:**
 - **Cost: Not to Exceed, \$53,361.09**

HOME DELIVERED MEALS

COUNTRY NEIGHBOR PROGRAM, INC., Contract No. 22-2006-XX

Provider: Country Neighbor Program, Inc., PO Box 212, Orwell, OH 44076

Cost: Not to exceed, \$23,967.40

RESIDENTIAL TREATMENT SERVICES

LAKE AREA RECOVERY CENTER, Contract No. 22-2007-XX:

Provider: Lake Area Recovery Center, 2801 "C" Court, Ashtabula, OH 44004

Cost: Not to Exceed, \$4,497.00

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-370

September 28, 2021

RESOLUTION APPROVING TITLE XX SUBGRANT AGREEMENTS WITH ASHTABULA COUNTY COMMUNITY ACTION AGENCY (22-2001-XX & 22-2002-XX), ACMC REGIONAL HOME HEALTH (22-2003-XX); CATHOLIC CHARITIES OF ASHTABULA COUNTY (22-2004-XX & 22-2005-XX); COUNTRY NEIGHBOR PROGRAM, INC. (22-2006-XX); LAKE AREA RECOVERY CENTER (LARC)(22-2007-XX), ACDJFS

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

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

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 Ashtabula County Community Action Agency, located at: 4200 State Road., Ashtabula, Ohio 44004 (business mailing address: P.O. Box 2610, Ashtabula, Ohio 44005) and whose phone number is: 440-998-3244, (hereinafter referred to as the "Subgrantee") to provide Home Delivered Meals for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Community Action Agency.
- 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 Sub-Grant 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 October 1, 2021 through September 30, 2022 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: \$ 16,459.20.
The unit rate is: \$8.10 per meal per service code 720-XX.
- 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 3225 Lake Ave., Ashtabula, Ohio 44004 (business mailing address: P.O. Box 2610, Ashtabula, Ohio 44005).**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. Lobbying: The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. 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 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. 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

9/14/21

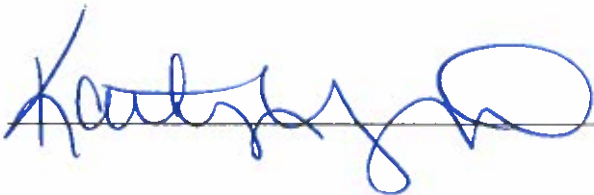
Date

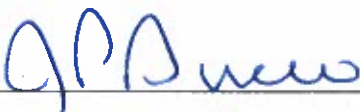


Jesus Barris
Ashtabula County Community Action Agency

9/20/21

Date





9/28/2021

Date



Ashtabula County Board of Commissioners

Exhibit I

**ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Ashtabula County Community Action Agency

ADDRESS: PO Box 2610, Ashtabula, OH 44005-2610

PHONE: 440-997-5957

FAX: 440-998-3319

SERVICE SITE (if different than above): Health & Nutrition Services - Home Delivered Meal Program

ADDRESS: 4200 State Road, Ashtabula, OH 44004

PHONE: 440-998-3244

FAX: 440-998-0973

FEDERAL TAX I.D. NUMBER: 34-1059824

EXECUTIVE DIRECTOR/DIRECTOR: Judith Barris

PROGRAM COORDINATOR: Diana Brook

EMAIL: dbrook@accaa.org

FISCAL CONTACT: Renee Sherman

EMAIL: rsherman@accaa.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Judith Barris SIGNATURE: Judith Barris
(Note: original signature must be in blue ink)

TITLE: Executive Director DATE: 7/19/21

**Ashtabula County Community Action Agency
Title XX Social Services
FY 2022 Home Delivered Meals Program
Attachment B: Program Planning and Development**

1. Program Description and Proposed Service

The Home Delivered Meals Program provides hot, nutritious meals to homebound individuals who cannot obtain or prepare nutritious meals for themselves on a daily basis due to poor physical or mental health. The delivery of meals to these individuals enables them to remain in the familiarity of their homes in spite of their limitations and prevents premature institutionalization, malnutrition and isolation. A daily delivery schedule, Monday through Friday, allows the meal delivery drivers to check on the safety and well-being of the individuals receiving the meals. The provision of such community-based services is generally less costly than long-term facility care.

ACCAA is proposing to use Title XX funds to serve home delivered meals to eligible individuals who reside in the northern half of Ashtabula County. Priority will be given to:

- (1) Individuals who are receiving Adult Protective Services through the Ashtabula County Department of Job and Family Services without regard to income.
- (2) Income eligible individuals less than 60 years of age, without dependent children and living alone with no other means of social support.
- (3) Income eligible individuals less than 60 years of age, without dependent children and living with others with no other means of social support.
- (4) Income eligible individuals 60 years of age and older, living alone, and with no other means of social support.
- (5) Income eligible individuals 60 years of age and older, living with others, and with no other means of social support.
- (6) Income eligible individuals with other means of social support.

2. Summary of Service

ACCAA prepares meals daily at its kitchen facility located in Jefferson, Ohio. The nutritious meals meet the standards established by the Dietary Guidelines for Americans published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture. ACCAA has registered dietitians on staff who develop and review the menus for compliance to these standards. Experienced cooks in the agency's food service program prepare the meals each morning and package them using an automated heat-sealing system. The meals are then packed by route and delivered to homebound individuals by a team of food delivery drivers in the northern half of Ashtabula County. These drivers also conduct the safety and well-being checks on each individual receiving the meals. Daily contact with the drivers is an important component of the program as it helps to reduce the isolation experienced by many clients. Drivers also identify minor changes in a meal recipient's physical or mental state. Once detected, the recipient's emergency contact is notified of the change in condition. Detecting small health issues early and receiving medical attention in a timely manner helps to prevent more serious emergency situations later.

To ensure the safety of clients during the pandemic, drivers are provided with facemasks, face shields, gloves and hand sanitizer. Reusable facemasks are also distributed to clients. Social distancing continues to be practiced at each delivery. Precautionary measures such as waiving signature requirements at the time of meal delivery and in-person assessments are in place with permission from the appropriate funding source.

If the eligible client is in need of additional meal support, frozen meals for supper and/or weekends are provided. Frozen and shelf stable meals are given to clients when weather or emergency conditions do not permit deliveries. The ACCAA kitchen is a licensed frozen meal establishment through the Ohio Department of Agriculture and prepares all frozen meals provided to TXX clients and seniors. Frozen meals are also available for clients who are not home to accept the daily meal delivery due to situations such as dialysis, medical appointments and personal preference. In these cases, a client-centered approach is used to develop a meal delivery schedule that best meets the individual client's needs.

ACCAA is certified by the State of Ohio to provide therapeutic renal diets to clients in need of this type of meal. All meals are prepared with no added salt. Sugar free options and substitutions to accommodate allergies or food preferences are available upon request. These options allow the program to best meet the dietary needs of the clients.

The preparation of meals by ACCAA instead of purchasing them from a caterer has enabled the agency to maintain efficient operational practices and purchase quality raw food for the meals. Preparing meals at the Jefferson facility keeps TXX dollars in the county and supports the local economy as opposed to paying an out-of-county vendor. The program has recently experienced a significant increase in raw food, packing materials and labor costs due to the pandemic and subsequent economy. Vendors have notified the program that these costs are expected to remain at current levels or increase during the next program year. Based on current expenses, the program has increased the per unit cost (one meal is a unit) for this grant submission.

To ensure the efficient delivery of quality meals, customer satisfaction is routinely monitored through informal and formal means. Informally, each meal delivery driver asks participants daily about the most recent meal they have consumed. These comments are documented and submitted to the Health and Nutrition Services Director and the ACCAA Food Service Manager. A formal satisfaction survey is conducted annually with all meal recipients to evaluate the quality of the meals and the service delivery. Feedback from the home delivered meals customers is used to develop future menus/recipes, improve the delivery of service and to measure the overall impact the service has on the lives of the individuals participating in the program. A copy of the Customer Satisfaction Survey is included in the grant application.

Referrals to the program are received from various sources—self-referrals, relatives, friends, ministers, hospital nurses, social workers, hospice agencies and Adult Protective Services. Referrals are responded to within 48 business hours. A telephone interview is conducted to determine the level of need, collect basic information, perform a nutrition checklist/assessment, determine income eligibility and identify emergency contacts. A home visit is then scheduled to complete the TXX application and collect required documentation for income and residency. The individual requesting services signs the TXX documents at that time. Once the TXX application is signed and documentation is in place, a determination letter is created and mailed to the individual indicating approval or denial of the application. A copy of the letter is placed in the application. If approved,

meals are then ordered for the individual. If a waiting list exists, the person's name and nutrition checklist/assessment score and other factors are recorded for prioritization. Please note that when funding source waivers are in effect, home visits are conducted via telephone and application signatures are obtained via mail.

The home delivered meal is often an integral part of a comprehensive package of in-home services. Referrals to other social service or health care agencies are frequently made during the initial interview. If additional needs are identified during the assessment process and if the participant is not able to coordinate additional services, appropriate referrals are made. Information about the 2-1-1 Information and Referral service is provided to all applicants.

3. Geographic Service Area

To avoid duplication of service delivery areas, Community Action serves eligible individuals in the northern half of Ashtabula County for the home delivered meals program. The Country Neighbor Program provides meals in the southern half of the county. Both programs work together and communicate regularly to ensure that services are provided wherever needed.

4. Gaps in Service

Gaps in service are attributable to the lack of funding available to serve individuals less than 60 years of age. Meals provided with TXX funds help to close this gap meet the needs of this particular population. There are no gaps in meal delivery attributable to geographic location.

5. Limitations in Meeting Conditions of an Agreement

None

6. Organizational Structure

Ashtabula County Community Action Agency was established in 1965 as an Economic Opportunity Committee by a resolution of the County Commissioners, under the provision of the Economic Opportunity Act. The County Commissioners enacted resolutions to abolish the Committee and created the Agency with a governing board in 1972. The status is a separate, public agency. There is a separate governing board; the agency is not a department of the county government. Ashtabula County Community Action Agency is a 501(c) (3) non-profit organization having received the Internal Revenue Service (IRS) designation on February 26, 1974.

Community Action has five program divisions: Housing & Energy Services, Head Start, Health & Nutrition Services, Community Development and Planning. The Home Delivered Meals Program is located in the Health & Nutrition Services Division. The Director of the Health & Nutrition Services division reports directly to the Agency Executive Director. Reporting to the Division Director is the Senior Nutrition Program Coordinator. Reporting to the Senior Nutrition Program Coordinator are the Customer Service Specialists, the CSS/Billing Clerk and the Meal Delivery Drivers. Organizational charts are included as attachments.

7. Board of Trustees/Advisory Council

Community Action has a Board of Directors that is composed of 15 members. The composition of the board is mandated by the Community Service Block Grant Act. The composition is as follows: one third - government or elected public officials or their representatives, not less than one third - democratically selected low-income individuals or their representatives, and the remainder are officials or members of business, industry, religious, law enforcement, education, or other major community groups. The Board reviews all programs, accepts budgets and applications, and hires the Executive Director of the Agency.

8. Job Duties of Project Director

The Project Director is the Health & Nutrition Services Director. Responsibilities of the Director are to ensure the overall program direction, service philosophy, policies and procedures, compliance with guidelines, budget development/monitoring, fiscal/program reporting and oversight of the SNP Coordinator in the program. The job description for the Project Director is included as an attachment.

9. Job Description of Project Personnel

The Senior Services Program Coordinator is responsible for managing the day-to-day operations of all Senior Nutrition Program activities, including the Home Delivered Meals Program. The Customer Service Specialists, the Billing Clerk and the Meal Delivery Drivers report directly to the SNP Coordinator.

The Customer Service Specialist/Billing Clerk is responsible for all billing, including TXX, and various program reports. The Customer Service Specialists are responsible for the processing of program referrals and conducting home visits to determine eligibility for services. The Customer Service Specialists also act as substitutes for Meal Delivery Drivers.

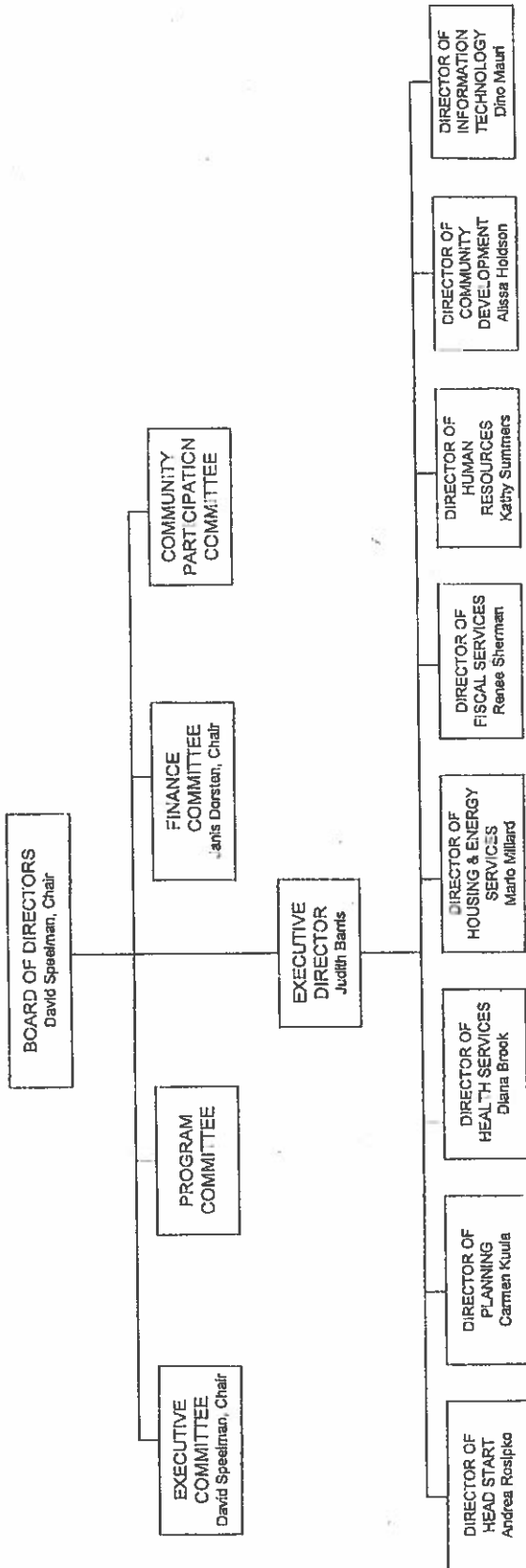
Personnel in the Home Delivered Meals Program are involved in delivery of the meals to consumers either on a daily basis or as substitutes when meal delivery drivers call off and no other subs are available. There are currently ten routes, each staffed by a Meal Delivery Driver. All HDM staff are trained and certified in ServSafe to ensure compliance with all food safety procedures involved with the delivery and temperature checking of meals.

Other staff with responsibilities in this program include the agency's Executive Director, the Administrative and Fiscal Directors, and fiscal staff.

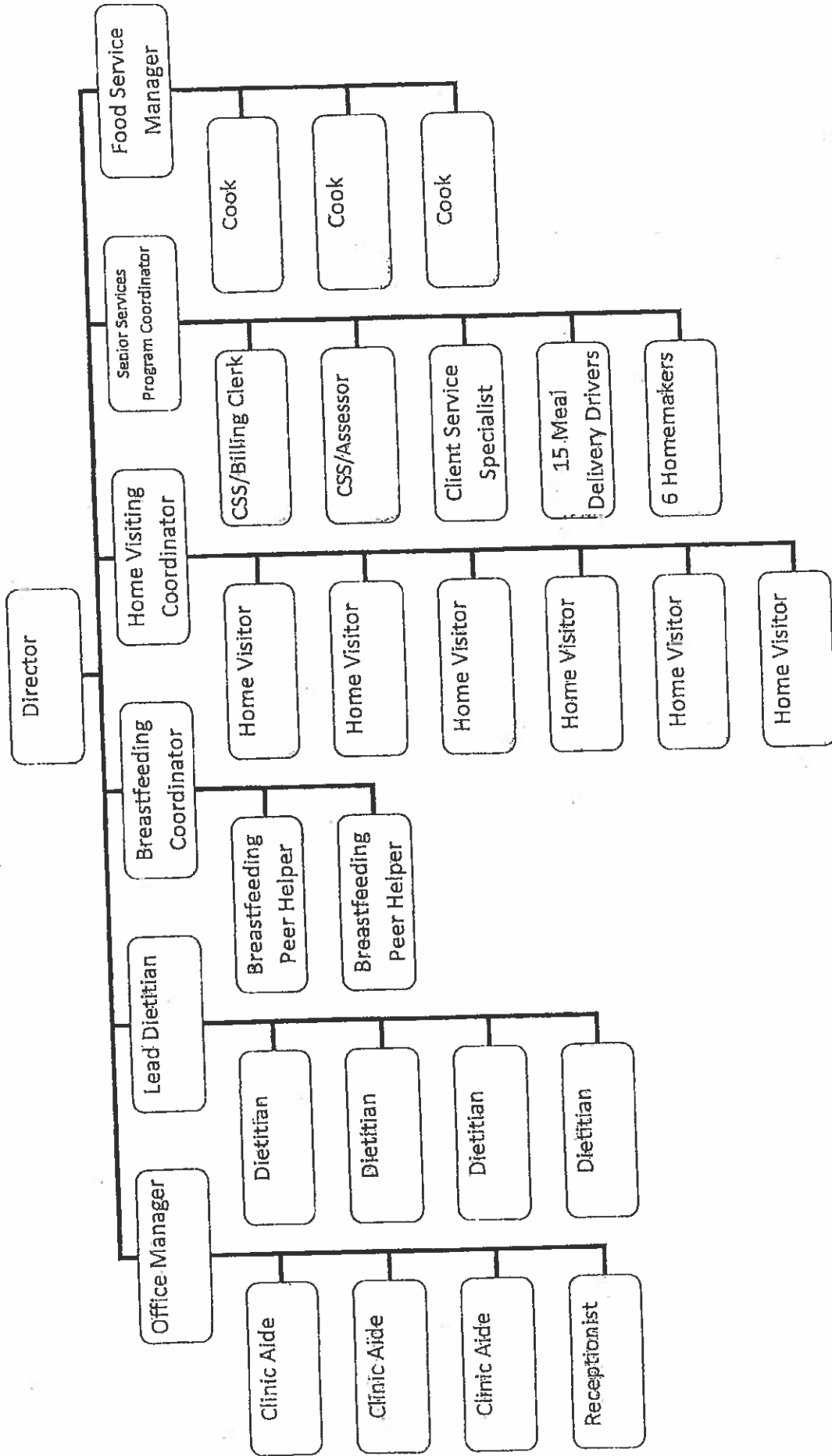
Job descriptions for all personnel directly involved with the Home Delivered Meals Program are included with this proposal as attachments.

ASHTABULA COUNTY COMMUNITY ACTION AGENCY

July 2021



Health and Nutrition Services Division





Administrative Services

Judith Barris
Executive Director

David Speelman
Board Chairperson

2021 Board of Directors

Ms. Lori Lee	Kent State University – Ashtabula Private Sector
Preston Watkins	Ashtabula Area Ministerial Alliance Private Sector
Ms. Lori Pawlowski	Ashtabula County Medical Center Private Sector
Mr. Paul Bolino	Community Counseling Center- ACCHDO Liaison Private Sector
Georgia Klemencic	Growth Partnership for Ashtabula County Private Sector
Mrs. Mary Kay Gersin	City Manager, Geneva Public Sector
Ms. Sarah Bogardus	County Commissioner Casey Kozlowski Public Sector
Ms. Annette Griffin	County Commissioner JP Ducro Public Sector
Ms. Renee Howell, Secretary	County Commissioner Katherine Whittington Public Sector
Dr. Debra Barrickman	Ashtabula Area City School Board Public Sector

Continued

P:(440) 997-5957

6920 Austinburg Road, PO Box 2610, Ashtabula, OH 44005-2610

www.accaa.org

F:(440) 992-3319

This Agency is an equal provider of services and an equal employment opportunity employer. Civil rights Act 1964 (CRA)

Ashtabula County Community Action Agency
Board of Directors- Page 2

Ms. Tania Burnett

Children's Services
Low Income Sector

Ms. Raechal Towner

Head Start Policy Council
Low Income Sector

Mr. David Speelman, Chairperson

United Way of Ashtabula County
Low Income Sector

Mr. Ron Loos, Vice-Chairperson

Seniors of Ashtabula County
Low Income Sector

Ms. Janis Dorsten, Treasurer

Ashtabula Area Board of Realtors
Low Income Sector

Exhibit II

**Applicant Budget
Summary**

Applicant: Ashtabula County Community Action Agency - Home Delivered Meal	
Date From: 10/1/21	To: 9/30/22

	Amount
I. Staff	
A. Salaries	\$ 4,782.83
B. Payroll-Related Expenses	\$ 1,057.24
Total Staff Costs	\$ 5,840.07
II. Operations	
A. Travel and Short-Term Training	\$ 800.00
B. Consumable Supplies	\$ 103.00
C. Occupancy Costs	\$ 314.00
D. Contract and Professional Services	\$ 8,822.13
E. Other - Miscellaneous	\$ 580.00
Total Operational Costs	\$ 10,619.13
III. Equipment	
A. Equipment Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub- Total of All Costs	\$ 16,459.20
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 16,459.20

Budget Computation

Total Operating Expenses	\$ 16,459.20
Divided by Total Operating Units	2,032.00
= Unit Rate	\$ 8.10
Unit Rate	\$ 8.10
X number of units purchased	2,032.00
= Total Contract Amount	\$ 16,459.20

Unit = 1 meal

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

Identify Each Contract of Service	Amount
Meals	\$ 8,652.13
Workers' Compensation Consultant	\$ 5.00
Audit	\$ 40.00
Employee Assistance Program	\$ 5.00
Background Checks/Drug Testing	\$ 45.00
Insurances (Liability, D&O, Vehicle)	\$ 75.00
Total Contract & Services Costs	\$ 8,822.13

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Postage	\$ 35.00
Memberships	\$ 25.00
Copying/Printing	\$ 45.00
Software Fees	\$ 90.00
Staff Recruitment/Advertising	\$ 35.00
Non-Personnel Admin/Fiscal Costs	\$ 350.00
Total Miscellaneous Costs	\$ 580.00

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

Item	Quantity	Amount
N/A		
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
N/A		
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Ohio Home Care - \$1,670	
TII-C2 Funding - \$176,790	
NSIP (USDA) - \$60,364.00	
State Block Grant Funding - \$4,770	
Senior Services Levy - \$316,008	
Passport - \$125,000	
Total Other Resources	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula County Community Action Agency**
Date: **9/16/2021 3:59:36 PM**

This search produced the following list of 6 possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between **Ashtabula County Job & Family Services** and **Ashtabula County Community Action Agency** 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: 9/14/2021

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 **\$4,114.80**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Ashtabula County Community Action Agency**.



David Thomas
Ashtabula County Auditor

Date: 9/22/21

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 Ashtabula County Community Action Agency, located at: 4200 State Road, Ashtabula, Ohio 44004 (business mailing address: P.O. Box 2610, Ashtabula, Ohio 44005) and whose phone number is: 440-997-5936, (hereinafter referred to as the "Subgrantee") to provide Information & Referral Services for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Community Action Agency.
- 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 Sub-Grant 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 **October 1, 2021** through **September 30, 2022** 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: **\$ 6,671.42** .
The unit rate is: **\$ 3.77 per contact** per service code **701-XX**.
- 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/days 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 4200 State Road, Ashtabula, Ohio 44004 (business mailing address: P.O. Box 2610, Ashtabula, Ohio 44005).**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. Lobbying: The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. 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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. 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


9/14/21
Date

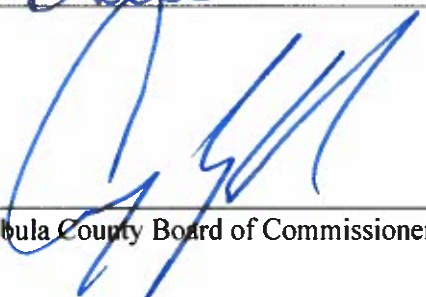


Ashtabula County Community Action Agency

9/20/21
Date







Ashtabula County Board of Commissioners

9/28/2021
Date

Exhibit I

**ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Ashtabula County Community Action Agency

ADDRESS: PO Box 2610, Ashtabula, OH 44005-2610

PHONE: 440-997-5957 FAX: 440-992-3319

SERVICE SITE (if different than above): Information & Referral Program- State Road

ADDRESS: 4200 State Road, Ashtabula, OH 44004

PHONE: 440-997-5936 or just dial 2-1-1 FAX: 440-997-6162

FEDERAL TAX I.D. NUMBER: 34-1059824

EXECUTIVE DIRECTOR/DIRECTOR: Judith Barris


PROGRAM COORDINATOR: Alissa Holdson EMAIL: aholdson@accaa.org

FISCAL CONTACT: Renee Sherman EMAIL: rsherman@accaa.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Judith Barris SIGNATURE: 
(Note: original signature must be in blue ink)

TITLE: Executive Director DATE: 7/12/21

Ashtabula County Community Action Agency
2-1-1 Ashtabula County / Information and Referral
4.4 Program Planning and Development

A. Program Description and Proposed Service

The 2-1-1 Ashtabula County Information and Referral service provides people with one place to call to find all of the services or programs available to help meet their specific need. Access to information is vital to the empowerment of individuals and families working to achieve and/or maintain self-sufficiency. Now, more than ever, with people experiencing the impacts of the Coronavirus, connection to resources is critical. When an individual encounters a problem, they need to know what services are available, whether or not they may be eligible, and how to apply or access the specific assistance to alleviate their needs. Determining this information on their own can be complicated; agency names do not indicate all the services an agency provides, or the terms for qualifying and using those services. Calling agencies without knowing their services can be frustrating, and often those most in need give up and never receive the assistance they require. 2-1-1 Ashtabula County, the Information and Referral (I&R) Service operated by Ashtabula County Community Action Agency (ACCAA), collects, maintains, and provides this necessary information to any inquirer to assist in locating available and appropriate services. 2-1-1 Ashtabula County can match the services to the needs, so the individual can get started taking the necessary steps to solve the problem more quickly and alleviate further crisis.

The majority of our service is still delivered via telephone, and we encourage this. ACCAA has operated the information and referral service in the county for over two decades. During that time we have not only provided the service successfully, but we have worked diligently to improve the quality of our service, and create greater access to citizens of our County. For the past eighteen (18) years, we have served as the officially designated 2-1-1 call center for Ashtabula County (we were designated on July 21, 2003). This easy-to-remember, three-digit number has improved the access to the 2-1-1 Ashtabula County I&R service, and ease of use continues to be of great importance. In addition to the actual call, there are many behind the scene activities and requirements involved with maintaining our status as the designated comprehensive 2-1-1 provider and ensuring quality information and referral. We will discuss these in the following paragraphs.

The 2-1-1 Ashtabula County staff are knowledgeable of all community resources, have experience with the utilization and maintenance of computer databases and have been specifically trained in the area of customer assessment. The level of service provided depends on the individual inquirer's needs. In some cases, the caller is requesting a specific agency's phone number or address. However, the majority of callers to the service are in need of additional assistance. These inquirers are not aware of the various resources that may be available and require some degree of assessment by the staff person to determine the appropriate referrals that are needed. And, as we frequently find, there is seldom just one need.

Having an accurate, well functioning database is critical to the viability of the service. We utilize the iCarol Information and Referral Software. The software is industry approved and the resources are catalogued using nationally accepted taxonomy specific to the information and

referral field. It is designed to retrieve the information using that taxonomy to ensure that all programs and services available to meet the specific need are displayed to the 2-1-1 Assessor to offer to the caller. It is particularly important that the taxonomy search method be used in case new services become available or existing services have changes to availability. The database must be continuously updated; a function performed on an ongoing basis by 2-1-1 Ashtabula County staff. Periodically we request formal updates to ensure our data is accurate and up-to-date. In conjunction with the formal updates, the staff read the newspapers, listen to the radio, attend meetings, informational forums and health fairs, and stay in contact with frequently referred to resources in order to ensure the most accurate information to provide referrals. Our goal is to have the most comprehensive up-to-date collection of service data in the County. 2-1-1 Ashtabula County continues to play a vital role in the pandemic as the COVID-19 Information Hotline. During business hours Monday through Friday, the Ashtabula County Health Department (ACHD) phone lines for general COVID information inquiries are routed to 2-1-1 Ashtabula County. 2-1-1 Assessors utilize the Ohio and Ashtabula County Health Department updates and information to address the COVID-19 concerns of callers, freeing the ACHD to address larger public health issues during the pandemic.

Outreach is another component of 2-1-1 Information and Referral Program. If people do not know that the 2-1-1 Information & Referral Program is here to serve them they will struggle unnecessarily in finding resources and assistance. Due to the size of our county geographically and the transportation issues present in the rural areas, we know it is sometimes hard for people to travel to various places to learn about 2-1-1 and the many services available. We developed a special program to bring the information out to them- called "Info Roadshow". These on-site events throughout our more rural areas offer a chance for individuals and families to learn about valuable services that may be available to them, their family, or friends. During normal operations the staff are out in the community offering these Info Roadshow events, attending local health fairs and community events, as well as making presentations to area groups and organizations. During the pandemic, while our Info Roadshows were limited, we still attended public events and COVID supply or food distributions following COVID-19 protocols, and continued many presentations (including our quarterly "Keys to Community" information workshops) virtually. Coupled with our goal to have the most comprehensive up-to-date collection of service data in the County, we also wish to make that data available to assist community leaders in addressing the needs of their constituents or clients. As such 2-1-1 Ashtabula County provided real-time data to other social and health and human service providers, and funding sources highlighting the needs and concerns. This helped to ensure that assistance was targeted to the immediate issues experienced by individuals and families. The "2-1-1 Community Needs Pie Chart" (included in Section 2. 4.3 (E)- Monitoring) became a regular tool distributed to community leaders. In addition, to further inform the social and human service network, as well as the public, a new newsletter was created. The "4-1-1 on 2-1-1" is a weekly e-newsletter carrying timely, important resources, programs and news about community services and events. Distributed to our existing group email list and through social media the newsletter has been very well-received as another tool to connect residents to available assistance. A copy of the newsletter is included in this section.

As mentioned earlier, 2-1-1 Ashtabula County was officially designated as the 2-1-1 Call Center for Ashtabula County. This has required us to become accredited through the Alliance of

Information & Referral Systems (AIRS), a process similar to the ISO 9000 process in industry. AIRS is the national organization of information and referral providers. We successfully achieved our re-accreditation in June 2017, it is effective for five (5) years. We will begin our second re-accreditation process in July 2021.

The quality of our information and referral service is totally dependent on our knowledgeable, experienced staff. They are the core of our service. The 2-1-1 Ashtabula County operators receive continual training to enhance their assessment, communication and technical skills. Our full-time 2-1-1 Assessor (Operator) is a Certified Community Resource Specialist (CRS. Certificate provided in Section 2- 4.3 (D)). This requires taking a national standard test administered by AIRS which must be renewed every two years and requires continuing education classes. As other staff are eligible, we will have them take the certification test. Our Director of Community Development and ACCAA Community Resource Specialist, have expertise in resource management (or the entry, cataloguing, and maintenance of our database) which also has a national certification. This requires a separate test which is also administered by AIRS. We plan to have these staff members receive this certification.

Our local staff answers the 2-1-1 Ashtabula County lines Monday through Friday during our business hours (8:00 am- 4:30 pm). Presently, we are able to meet the requirements to be 24 hour- 7 day live answer operation through a partnership with Help Network of Northeast Ohio (formerly Help Hotline Crisis Center) in Youngstown who answers our calls after hours. They are the designated 2-1-1 call center for Mahoning, Trumbull and Columbiana Counties and adhere to the same national standards. We do not have the resources to operate around the clock services at this time. We continue to explore opportunities to bring more hours of operation in-house, so that citizens receive answers from someone local after hours as well, but as yet this has not been feasible.

A diagram illustrating the Key Components of the 2-1-1 Ashtabula County Information & Referral Service discussed here is included in this section.

B. Summary of Service

For the purpose of the Title XX program, assistance provided will be billed by the number of inquiries answered on a monthly basis. As in the past, inquiries for information and referrals will be provided at no cost to the customer without regard to income. The 2-1-1 Ashtabula County operators have answered 12,885 calls from January 1, 2020- December 31, 2020 (up nearly 13% over last year), and provided 15,497 referrals for the same period. During that period, 2-1-1 Ashtabula County averaged 1,074 calls and 1,291 referrals per month. Operators answered 8,474 calls during the Title XX Program Year-To-Date (October 1, 2020-June 30, 2021) and provided 10,032 referrals.

One of the principles of I&R is that a caller may remain anonymous and still receive the information they need- with the software we are able to record calls and referrals based on zip code and age. This has affected the data that we can offer as statistics in the demographic arena. We can state that the majority of our callers are between the ages of 25 and 64 (71% January 1, 2020- December 31, 2020). Those ages 55-64 represented 24%, 28% were age 65 and over. We

received the most calls from individuals age 53 (similar to last year when the most calls came from individuals age 51). The composition is 76% female. 61% of the callers identified as calling from Ashtabula, 13% from Geneva, 10% from Conneaut, 4% from Jefferson, and the remaining callers were scattered over the remaining townships and villages. While we have less data that can be specifically attributed to an individual caller, the tracking of only basic demographics has made our service more user friendly to the customer. We feel this makes our service more effective in handling the various levels of complexity presented in the calls.

One of the Standards of Information and Referral dictates that follow-up must be done. It is performed when it appears to the operator that the caller may not have the ability to follow-through with the referrals provided. The 2-1-1 Assessors (Operators) performance is evaluated and monitored on a regular basis. Quality of service follow-up is also done on a random basis to ascertain service satisfaction and helpfulness. Sample survey and monitoring tools used for the follow-up are included as Section 2. 4.3(E).

We have an enhanced component of information and assistance for senior citizens through the Ashtabula County Senior Services levy. Due to the structure of that grant, the senior I&R units are described differently. Therefore, that budget and those units are no longer included in the Title XX application. Though it compliments the basic Information & Referral service, it is considered to be an entirely separate program.

Community Action has a strong commitment to the 2-1-1 Information & Referral program, as it views the benefit to Ashtabula County residents as invaluable. Even with all of our publicity and outreach we know there are people who are not familiar with our service and we still continue to hear "I wish there was one place to call where you could find out all the assistance available." As noted earlier, we spread the word whenever possible, in as many ways as possible, to create greater awareness. The ability for individuals to have access to accurate, quality information to assist with the need they present at the time of the call cannot be overstated. The state association, Ohio Alliance of Information and referral Services (Ohio AIRS) is in the process of identifying areas that do not have an information and referral service; or have a service that is not able to meet the 2-1-1 call center specifications. They are assigning larger city or organization 2-1-1 services to provide the coverage for those areas. We believe that no out-of-county organization will be able to provide the same level of service that we, as a community based, local agency can. It is our goal to continue to provide this service for our area. However, the funding for the information and referral service is very limited and the Title XX monies are essential to our continued operation.

C. Geographic Service Areas

2-1-1 Ashtabula County is the designated 2-1-1 call center for Ashtabula County. As such, the Public Utilities Commission of Ohio mandates that the local telephone companies implement switching so that when someone within Ashtabula County dials the three digits "2-1-1", the call will be directed to Community Action's 2-1-1 Ashtabula County service. Individuals from out-of-county, or even out-of-state, may also receive information and referral services from 2-1-1 Ashtabula County. The difference will be their mode of access; they will not be able to utilize the three digit number; but may reach us through our toll-free (800) 874-8545 number. We are

diligent about performing outreach throughout the county to ensure that as many people as possible are aware of the availability of the 2-1-1 Ashtabula County service.

D. Gaps in Service Areas

The 2-1-1 switching is mandated for land-line telephone service only. There are no gaps in this coverage throughout the county. While access via mobile phone is not mandated, it is widely available through the mobile phone providers. The Ohio AIRS has worked as a network to streamline the routing of cellphone calls which is tower based so that the calls made from a cell phone in Ashtabula County will be routed to our 2-1-1 Call Center (likewise the calls placed in surrounding counties will be routed to the corresponding 2-1-1 for their area). Also, all of the 2-1-1 Call Centers in northeast Ohio reciprocally transfer callers to the appropriate 2-1-1 center if they happen to get routed in error. The recent popularity and convenience of texting prompted 2-1-1 Ashtabula County to implement a basic text option to access information. People can now text their zip code to "TXT211" (898211) during normal business hours (M-F, 8:00 am- 4:00 pm) and our 2-1-1 staff will retrieve the text and respond. Additionally, the 2-1-1 Ashtabula County website www.211ashtabula.org has been updated with a more user-friendly database search for those who wish to find their information on line.

E. Limitations in Meeting Conditions of the Contract

We see no limitations to meeting the conditions of the contract through the coming year. Community Action meets all requirements specified in the Conditions of Participation, Service Specifications, and Applicable Laws and Rules. Additionally, a means to measure program performance is included as Section 2.4.3(E).

F. Organizational Structure

Community Action has five (5) service areas: Head Start, Health and Nutrition Services, Housing and Energy, Administrative, Fiscal Services, and Planning, and the area which operates the 2-1-1 Ashtabula County service, Community Development Services. The Community Development Services is administered by Director of Community Development who reports directly to the Agency Executive Director. Reporting to the Director of Community Development is the Community Resource Specialist who is responsible for the day-to-day operation of the 2-1-1 Information and Referral service, and the 2-1-1 Assessors. Program Services Specialist provide back-up for the 2-1-1 Information and Referral Program and they report to the Community Development Coordinator who also assist with the information and referral services. A newly created Director of Planning assists the Director of Community Development with administration and grant duties for the Community Development Services. Organizational charts are included in this section.

G. Board of Trustees/Advisory Council

Community Action has a Board of Directors that is composed of 15 members. The composition of the board is dictated by the Community Service Block Grant Act. The composition is as follows: one third- government or elected public officials or their representatives, not less than

one third- democratically selected low income individuals or their representatives, and the remainder are officials or members of business industry, religious, law enforcement, education, or other major community groups. The Board reviews all programs, accepts budgets and applications, and hires the Executive Director of the Agency. A list of current Board members is included in this section.

H. Job Duties of Project Director

The Project Director is the Director of Community Development. Responsibilities of the Director are to ensure the overall program direction, service philosophy, policies and procedures, compliance with guidelines, reporting, grant and funding preparation and monitoring, direct supervision of the Community Development Coordinator, and overall oversight of staff involved in the program.

I. Job Description of Project Personnel

In addition to the Project Director, the personnel identified below are instrumental to the 2-1-1 Ashtabula County Information & Referral program. The 2-1-1 Assessors staff the information and referral phone line- they speak with the callers and assess their needs and provide the referrals. They are “essential workers” who have been manning the phone lines and helping callers address their basic needs and critical situations brought about by the Coronavirus pandemic, as well as the ongoing needs of people who are struggling. They also note any gaps or trends for unmet needs; and share provider or service data changes with the Director as it becomes available. The Community Resource Specialist currently maintains and performs periodic formal updates of the referral database, researches services and taxonomy codes, and oversees the 2-1-1 Ashtabula County service. Under the guidance of the Project Director, they ensure compliance with all policies and procedures, assists with operational decisions and goals, helps to monitor the data and operator quality and guides the day-to-day operations. The Project Director, Community Resource Specialist, and Community Development Coordinator make presentations to outside entities and perform other outreach to create awareness of the 2-1-1 Ashtabula County service (in manners that comply with the guidelines for safe COVID protocols). Job descriptions for the project personnel are included with this section.

All staff of ACCAA must pass a criminal background check, comply with drug free workplace policies including new hire and periodic drug testing, and maintain an acceptable driving record.

2-1-1 Ashtabula County Personnel

- Director of Community Development
- Community Development Coordinator
- 2-1-1 Assessor(s)
- Program Services Specialist(s)
- Community Resource Specialist

Exhibit II

**Applicant Budget
Summary**

Applicant: Ashtabula County Community Action Agency- 2-1-1 I&R	
Date From: 10-1-2021	To: 9-30-2022

	Program	Title XX
I. Staff		
A. Salaries	\$ 24,618.73	\$ 5,027.31
B. Payroll-Related Expenses	\$ 5,024.69	\$ 1,644.11
Total Staff Costs	\$ 29,643.42	\$ 6,671.42
II. Operations		
A. Travel and Short-Term Training	\$ -	\$ -
B. Consumable Supplies	\$ 35.00	\$ -
C. Occupancy Costs	\$ 50.00	\$ -
D. Contract and Professional Services	\$ -	\$ -
E. Other - Miscellaneous	\$ -	\$ -
Total Operational Costs	\$ 85.00	\$ -
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ -	\$ -
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ -	\$ -
Sub- Total of All Costs	\$ 29,728.42	\$ 6,671.42
IV. Minus Other Program Resources	\$ 23,057.00	\$ -
Total Program Costs	\$ 6,671.42	\$ 6,671.42

Budget Computation

Total Operating Expenses	\$ 6,671.42	\$ 6,671.42
Divided by Total Operating Units	1,769.60	1,769.60
= Unit Rate	3.770015823	3.770015823
Unit Rate	\$ 3.77	\$ 3.77
X number of units purchased	1,769.60	
= Total Contract Amount	\$ 6,671.42	\$ -

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

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

II. B. Consumable Supplies

Type	Program Consumable Supplies	Title XX Consumable Supplies
Office Supplies	\$ 35.00	
Cleaning Supplies		
Other (identify)		
Other (identify)		
Total Consumable Supplies	\$ 35.00	\$ -

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent		
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	\$ 50.00	
Sewer		
Other (identify)		
Other (identify)		
Total Occupancy Costs	\$ 50.00	\$ -

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

Identify Each Contract of Service	Entire Program Cost	Title XX Program Cost
iCarol Database Software		
Help Network of Northeast Ohio (After Hours)		
Total Contract & Services Costs	\$ -	\$ -

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	Title XX Program Cost
Membership		
Printing/Copying		
Total Miscellaneous Costs	\$ -	\$ -

III. Equipment
A. Equipment Depreciation

Equipment to be Depreciated (1)	New or Used (2)	Date Purchased mm/dd/yy (3)	Quantity (4)	Total Cost (5)	Salvage Value (6)	Amount to be Depreciated (7)	Useful Life (Years) (8)	Annual Depreciation Amount Entire Program (9)	Annual Depreciation XX Project (10)
N/A									
Total Equipment Depreciation									
				\$ -	\$ -	\$ -		\$ -	\$ -

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

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

III. C. Leased and Rented Equipment

Item	Quantity	Amount Entire Program	Amount for Title XX
N/A			
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for Title XX
United Way Ashtabula County	\$ 21,500.00	
Help Network of Northeast Ohio	\$ 1,557.00	
Total Other Resources	\$ 23,057.00	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula County Community Action Agency**
Date: **9/16/2021 3:59:36 PM**

This search produced the following list of 6 possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and Ashtabula County Community Action Agency 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: 9/14/2021

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 **\$1,667.86**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Ashtabula County Community Action Agency**.



David Thomas
Ashtabula County Auditor

Date: _____

9/24/21

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 ACMC Regional Home Health, located at: 2131 Lake Ave., Suite 2, Ashtabula, Ohio 44004 (business mailing address: P.O. Box 1428, Ashtabula, Ohio 44005-1428) and whose phone number is: 440-992-4663, (hereinafter referred to as the "Subgrantee") to provide Personal Care & Homemaker Services for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 ACMC Regional Home Health.
- 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 Sub-Grant 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 October 1, 2021 through September 30, 2022 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: \$36,000.00.

The unit rate is: \$36.00 per hour of service for Personal Care & Homemaker Services per service code 721-XX.
- 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/days 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 2131 Lake Avenue, Suite 2, Ashtabula, Ohio 44004 (business mailing address: P.O. Box 1428, Ashtabula, Ohio 44005-1428).**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. **Lobbying:** The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. **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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. **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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.

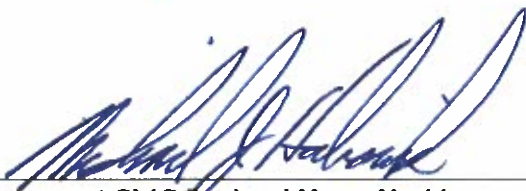
Therefore, the below listed parties enter into this Sub-Grant Agreement.

SIGNATURES:



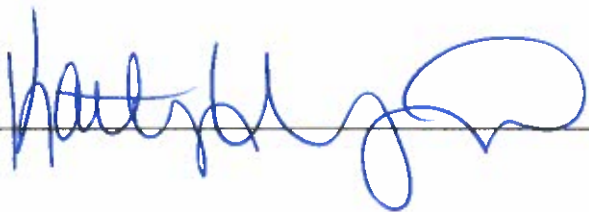
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/13/21
Date

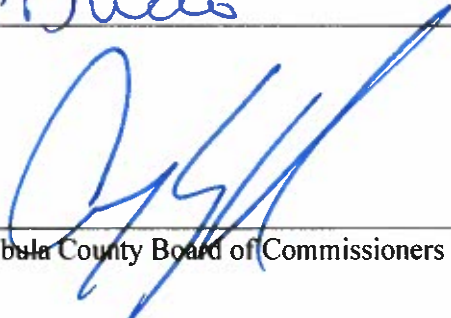


ACMC Regional Home Health

9/14/21
Date



9/28/2021
Date



Ashtabula County Board of Commissioners

Exhibit I

**ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Ashtabula Regional Home Health

ADDRESS: 2131 Lake Avenue, Site 2, Ashtabula, OH 44004

PHONE: 440-992-4663

FAX: 440-992-0687

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 34-1143158

EXECUTIVE DIRECTOR/DIRECTOR: Sue Shadle MSN RN

PROGRAM COORDINATOR: Karen Chech RN

EMAIL: karen.chech@acmchealth.org

FISCAL CONTACT: Don Kepner

EMAIL: don.kepner@acmchealth.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: MICHAEL J HASBOWSKI SIGNATURE: 
(Note: original signature must be in blue ink)

TITLE: PRESIDENT + CEO DATE: 7/13/2021

Program Planning and Development _ 2021

Program Description and Proposed Service

ACMC Regional Home Health (ACMC RHH) proposes to provide personal care and homemaker services through Title XX Social Services. Services will be provided by home health aides. All aides at ACMC RHH are Medicare certified. Medicare certified means they have received 80 hours of training and are skill tested. Personal care includes assisting the patient with activities of daily living: bathing, grooming, dressing and application of prosthetic devices. Homemaking includes such tasks as dusting furniture, sweeping, vacuuming, mopping floors, removing trash, window washing from the inside, kitchen care, bedroom and bathroom care, and laundry care. The initial assessment is completed by a registered nurse (RN). The RN evaluates the extent of the clients' functional deficits that create the need for the assistance and develops a plan of care to be followed by the home health aide. The RN visits at least every 60 days for personal care clients and every 90 days for homemaking clients to supervise the aide, assuring that the aide is maintaining service that is within the aide's scope of practice and that service is being provided in a safe manner.

Summary of Service

ACMC RHH proposes to provide personal care in one hour units of service. Clients are typically scheduled for 1-2 units of service per week. Eligibility is determined by Ashtabula County Title XX eligibility guidelines upon entry to the program and then annually in January of each year. Clients will be prioritized by the Title XX Priority Policy.

The program is geared to serving low income clients with functional deficits who do not have the financial resources or family support to assist with their daily living needs. Part of the assessment process is to determine if the client has other possible resources such as Medicaid to provide the care. Title XX is the payer of last resort. The proposed service days and hours available are Monday-Friday 8am to 4:30 pm. The agency is closed on New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving and Christmas. Referrals/requests for service can be mailed, e-mailed, faxed, phoned, or hand delivered. Referrals come from Adult Protective Services, nurses, physicians, social workers, discharge planners, the clients themselves or family members and neighbors. A phone call is made to schedule the initial visit and begin obtaining information to screen for priority and appropriateness. The RN makes a visit to the home to assess the client's functional status and qualifications for service as well as conduct screening using validated evidenced-based scales for fall risk, depression, and mental status exam as needed. The skills of a RN are required for this level of scope of practice. The RN is also knowledgeable about community resources and will make appropriate referrals if the need is identified through this

screening process. For example, the nurse may call the physician to request skilled care under Medicare or Medicaid programming.

Geographic Service Area

ACMC RHH serves the entire Ashtabula County geographic area.

Gaps in Service

Waiting lists for service may be anticipated depending on funding level and demand for service. Units of service per week may vary depending upon staffing levels.

Limitations in Meeting Conditions of an Agreement

Staff constraints are the primary limitation on meeting the conditions of the service agreement and the proposed units of service. There is a growing staffing shortage since 2020 COVID-19 pandemic. This has significantly impacted everyone in the home health care industry for personal care aides and personal assistant positions.

It has been evident that additional emergency situations such as with the continuing COVID-19 pandemic can have significant ongoing impacts to programming. Federal and State mandated service restrictions could potentially restrict service as well as the need for infection transmission protocols due to signs/symptoms of illness to protect both staff and clients from illness. During the current pandemic situation service has been maintained though some clients elected to hold services to limit personnel in their home. All Centers for Disease Control (CDC) infection control have been maintained.

ACMC RHH also acknowledges that it is not without additional vulnerabilities to other natural or man-made disasters that could potentially impact agency operations. These include but are not limited to: weather related events, cybersecurity attacks and additional resource shortages (e.g. fuel). While vulnerabilities exist, ACMC RHH has an Emergency Disaster Plan and an active committee to assess vulnerabilities, to anticipate such events and develop provisions to minimize the impacts of those events. The success of that planning was realized in the fall of 2020 when staff were able to continue providing services when experiencing a cybersecurity event. No patient visits were missed through effective communication strategies with team members.

Organizational Structure

ACMC RHH was incorporated in June 1974 and operates as a Medicare/Medicaid certified home care agency. The agency is a wholly owned subsidiary of Ashtabula County Medical Center and operates as a separate entity. The agency has two business units. The two business units are skilled care, and non-skilled care. The primary source of support for skilled care is Medicare, Medicaid, Private Insurance, Veteran Association, and Worker's Compensation. Skilled care is about 80% of the overall agency services. Under the non-skilled business unit we provide long term community supported services with funding from United Way, Title XX, Title III and the Senior Services Levy. We also have private pay clients receiving personal care, homemaking, and phlebotomy services. Our clinicians in the field use a geographic team service model to promote continuity and coordination of care. The organizational chart is attached. ACMC RHH employs 70 staff members.

Board of Trustees

The Board of Trustees membership list is attached.

Provider/Staff Qualifications

The job description of the Director is attached.

Job Description of Project Personnel

The job descriptions for the Aide Supervisor, Long Term Care Registered Nurse and Home Health Aide personnel are attached.

ACMC Regional Home Health Organizational Chart 2021

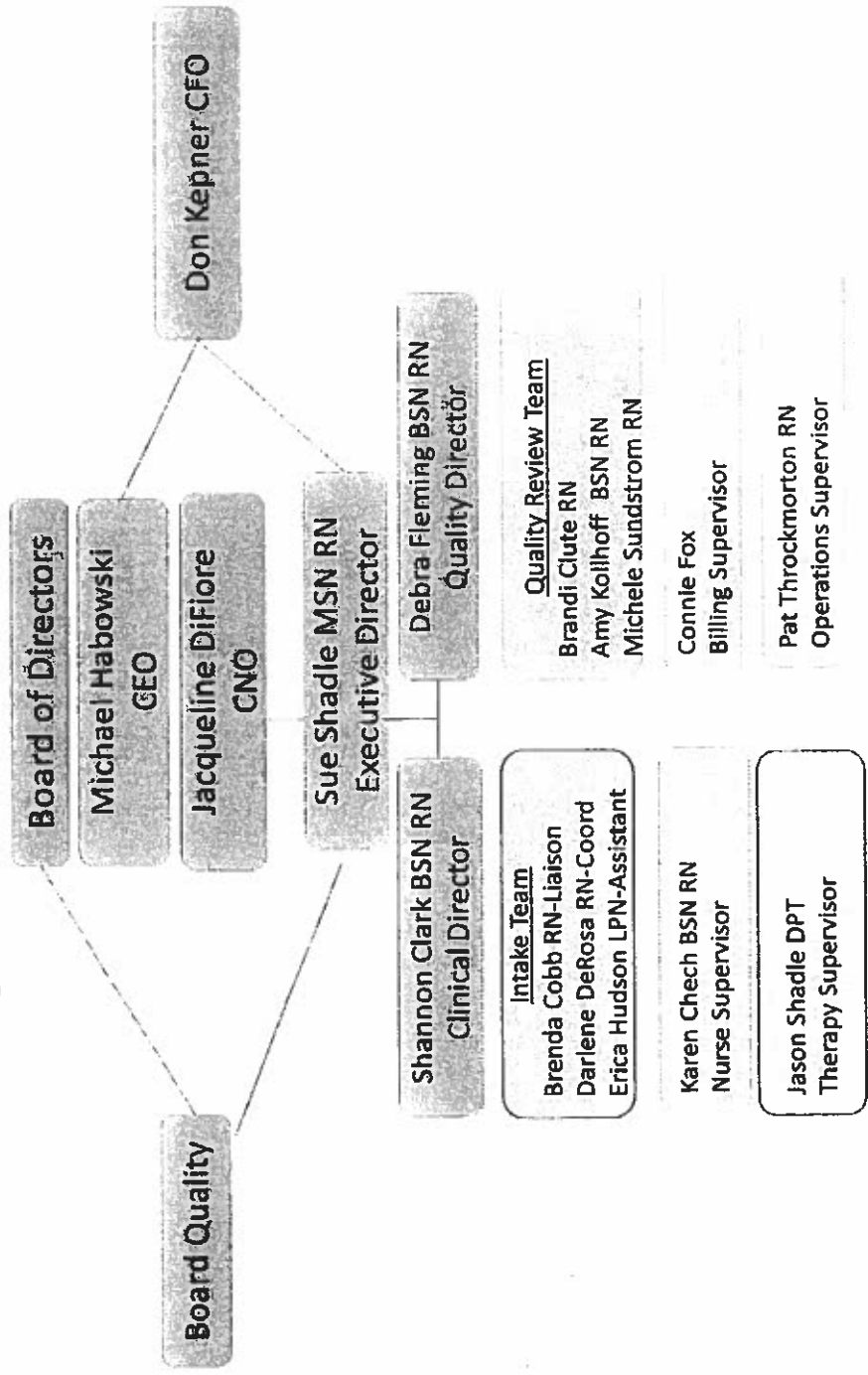


Exhibit II

**Applicant Budget
Summary**

Applicant: ACMC REGIONAL HOME HEALTH	
Date From: 10/1/2021	To: 9/30/2022

	Program	Title XX
I. Staff		
A. Salaries	\$ 21,041.46	\$ 21,041.46
B. Payroll-Related Expenses	\$ 8,832.43	\$ 8,832.43
Total Staff Costs	\$ 29,873.89	\$ 29,873.89
II. Operations		
A. Travel and Short-Term Training	\$ 2,717.19	\$ 2,717.19
B. Consumable Supplies	\$ 150.00	\$ 150.00
C. Occupancy Costs	\$ -	\$ -
D. Contract and Professional Services	\$ -	\$ -
E. Other - Miscellaneous	\$ 3,258.92	\$ 3,258.92
Total Operational Costs	\$ 6,126.11	\$ 6,126.11
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ -	\$ -
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ -	\$ -
Sub- Total of All Costs	\$ 36,000.00	\$ 36,000.00
IV. Minus Other Program Resources	\$ -	\$ -
Total Program Costs	\$ 36,000.00	\$ 36,000.00

Budget Computation

Total Operating Expenses	\$ 36,000.00	\$ 36,000.00
Divided by Total Operating Units	1,000.00	1,000.00
= Unit Rate	36	36

Unit Rate	\$ 36.00	\$ 36.00
X number of units purchased	1,000.00	1,000.00
= Total Contract Amount	\$ 36,000.00	\$ 36,000.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Entire Program	Title XX Project
Mileage Reimbursement rate per mile:	\$ 2,438.00	\$ 2,438.00
Short-Term, Training	\$ 279.19	\$ 279.19
Total Travel and Short-Term Training	\$ 2,717.19	\$ 2,717.19

II. B. Consumable Supplies

Type	Program Consumable Supplies	Title XX Consumable Supplies
Office Supplies	\$ 150.00	\$ 150.00
Cleaning Supplies		
Other (<i>identify</i>)		
Other (<i>identify</i>)		
Total Consumable Supplies	\$ 150.00	\$ 150.00

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent		
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 (<i>identify</i>)		
Other (<i>identify</i>)		
Total Occupancy Costs	\$ -	\$ -

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

Identify Each Contract of Service	Entire Program Cost	Title XX Program Cost
Total Contract & Services Costs	\$ -	\$ -

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	Title XX Program Cost
OVERHEAD DIRECT EXPENSES	\$ 3,258.92	\$ 3,258.92
Total Miscellaneous Costs	\$ 3,258.92	\$ 3,258.92

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
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

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



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula County Medical Center**
Date: **9/16/2021 4:21:46 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ashtabula Regional Home Health Services**
Date: **9/16/2021 4:20:53 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.


If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and ACMC Regional Home Health 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: 9/14/2021

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 **\$9,000.00**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement Amendment** between **Ashtabula County Department of Job & Family Services** and **ACMC Regional Home Health**.



David Thomas
Ashtabula County Auditor

Date: _____

5/22/21

Title XX Sub-Grant Agreement

This Sub-grant Agreement is entered into on the 1st day of October 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 Catholic Charities of Ashtabula County, located at: 4200 Park Ave, Third Floor, Ashtabula, Ohio 44004 and whose phone number is: 440-992-2121, (hereinafter referred to as the "Subgrantee") to provide Guardianship for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Catholic Charities of Ashtabula County.
- 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 Sub-Grant 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 **October 1, 2021** through **September 30, 2022** 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: **\$ 48,126.00.**

The unit rate is: **\$78.00 per hour of service** per service code **776-XX.**
- 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 4200 Park Avenue, Third Floor, Ashtabula, Ohio 44004.**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. **Lobbying:** The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. **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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. **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:



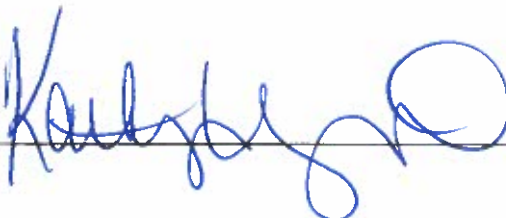
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/13/21
Date




Catholic Charities of Ashtabula County

9/16/21
Date





9/28/2021
Date



Ashtabula County Board of Commissioners

Exhibit I

ATTACHMENT A

**ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: Catholic Charities of Ashtabula County – GuardianshipADDRESS: 4200 Park Avenue, Third Floor, Ashtabula, OH 44004PHONE: 440-992-2121FAX: 440-992-5974SERVICE SITE (if different than above): N/A

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 34-0714639EXECUTIVE DIRECTOR/DIRECTOR: Jill ValenticPROGRAM COORDINATOR: Bill DaywaltEMAIL: billd@doyccac.orgFISCAL CONTACT: Jim HerschelEMAIL: jherschel@youngstowndiocese.org**TERMS AND CONDITIONS**

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Department of Job & Family Services (ACDJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACDJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACDJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACDJFS will fund a proposal. Proposals are subject to review by representatives of ACDJFS. At its sole discretion, ACDJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:NAME: Jill ValenticSIGNATURE: 

(Note) original signature must be in blue ink

TITLE: Executive DirectorDATE: 7/16/21

Section 4.4 – Planning and Development

A. Program description and proposed service - Guardianship

The Patrick Sorohan Volunteer Guardianship Program of Catholic Charities of Ashtabula County is the only program in Ashtabula County providing Guardian of Person (GOP) services to vulnerable, frail community members age 60 and over as well as adults with severe and persistent mental illness under the age of 60. The program clients typically suffer from forms of dementia, brain trauma, or mental health issues so severe they are unable to speak on their own behalf. This program recruits, trains, and supports community volunteers to serve as Guardians of Person for Ashtabula County residents. The program received regularly referrals from nursing homes, social service agencies, and community members.

The process for guardianship includes several steps starting with a staff assessment for the client's program eligibility, followed by seeking the right volunteer match for the client and contacting a volunteer attorney for representation on the case. The guardianship appointment is ordered under the Ashtabula County Probate Court Judge, Honorable Judge Albert Campese. This order creates a legal relationship between the GOP and the ward. The GOP is legally responsible to make medical, mental health, and housing decisions that are in the best interest of the ward. The appointment of a Guardian of Person insures physical safety, improved or better-maintained health, and enhances the client's quality of life. Local attorneys support the program by volunteering their time pro-bono filing Guardianship legal paperwork with the Ashtabula County Probate Court.

CCAC provides two guardianship services: Guardian of Person, consisting of a volunteer and ward match; and Guardian of Estate which is coordinated by a staff caseworker under the Agency name. All applications for guardianship are filed by one of the program's volunteer attorneys. Volunteers guardians are not involved with Guardianships of Estate.

The more challenging cases, involving complicated family dynamics and/or legal issues are given to staff, as these are time-consuming and more involved for a volunteer to be involved. Catholic Charities of Ashtabula County ensures the proper administration of guardianship cases facilitated by the program.

The PSVGP services has been known to greatly improve the quality of life for Ashtabula County seniors and allow them to live their final years with dignity and respect. The program reduces the number of seniors who are exploited, neglected, or abused.

Title XX Target Population

Funds from Title XX will support the efforts to maintain the capacity of those that are 60 years or older in the Patrick Sorohan Volunteer Guardianship Program (PSVGP). Title XX funding targets the frail elderly who are diagnosed with Alzheimer's, dementia, conditions related to long-term alcohol abuse, and/or other physical and mental disabilities. In addition, clients typically have a history of, or are in danger of exploitation, neglect and/or abandonment, and do not have the ability to make quality of life decisions.

What is Guardianship?:

Guardianship is a legal relationship established by the Probate Court between two parties; one being the guardian and the other being the ward. If, after a thorough investigation and hearing, the Court finds a person incapable of managing his or her own person, it will appoint a legal guardian.

The guardian protects and oversees the ward's day-to-day maintenance, which includes food, shelter, clothing, healthcare and other necessities. The guardian is the voice and decision-maker for the ward. The presence of a guardian increases accountability from care staff and medical professionals and provides protection from exploitative individuals or family in the ward's life. Guardians monitor their ward's medical, physical, emotional, material and environmental well-being.

Volunteers of the PSVGP:

Volunteers are utilized in the program to become legal guardians of person through the Ashtabula County Probate Court. Volunteers are trained and monitored by the Protective Services Supervisor and the Guardianship Caseworker to ensure that wards receive quality service.

Volunteer attorneys play an important role to the program, as they and their staff provide countless hours of "pro-bono" services by advising cases, filing guardianship applications to the Probate Court, and representing the program and volunteer guardians at the Probate Court hearings.

Assessment

The Protective Services Supervisor or Guardianship Caseworker schedules and conducts the assessment for the prospective client. The prospective client assessment involves the following actions:

- Meet with referral contact(s) and discuss the client's situation and reason(s) for possible guardianship.
- Meet with the prospective client to assess their cognitive abilities and living conditions. Multiple visits may be necessary.
- Review prospective client's medical, financial and personal situation.
- Research current family involvement, if any, and the reasons why family is not involved with prospective client's immediate care.
- Assess the need for services, appropriateness for program, and ensure that all other options for the prospective client have been considered and/or implemented.

Once the assessment is completed, a qualifying client will be matched with a trained volunteer guardian. Volunteers are matched based upon their location, availability and comfort level with the prospective client's level of care. Until the prospective client is matched with a volunteer guardian, the Protective Services Supervisor and Guardianship Caseworker will regularly reassess his or her need for guardianship. At times, a prospective client may have a change in

his or her status where guardianship may not be pursued by the program. For example, a suitable family member or friend may be available to become the guardian for the prospective client, or the client moves out of the service area.

If a prospective client is in immediate need for a guardian and a volunteer is not available, a staff guardian may be considered to apply for Guardian of Person. Even though the majority of the Guardianships of Person filed are with a volunteer guardian, there may be complicated circumstances surrounding the guardianship that would necessitate the need for a staff to become the guardian. If and when the ward's casework becomes stabilized, a volunteer guardian may be considered for successor guardianship.

Need

In Ohio from July 1, 2017 through June 30, 2018 Adult Protective Services received 19,492 reports of abuse, neglect, and exploitation for adults 60 and over. (ODJFS APS Data Fact Sheet for SFY 2017) Ashtabula County Adult Protective Services received 178 reports of alleged abuse, neglect, or exploitation in SFY 2020. The Alzheimer's Association reports 1 in 3 seniors dies from Alzheimer's/Dementia. It is the 6th leading cause of death in the United States, killing more seniors than breast cancer and prostate cancer combined. The National Center on Elder Abuse reported report: 9.5% of the elderly population experience some type of abuse, the most common being psychological and financial. Statistics report that in nursing homes 14.1% are physically abused and 13.8% are financially taken advantage of.

In Ashtabula County, according to the 2010 census data, 21.8% of the population is age 60 and older, versus the state average of 19.9%. According to the Center for Community Solutions' Northeast Ohio Regional Impact and Outcomes (NEORIO) report, this number grew to 24.8% in 2015, and is expected to grow to 32.5% by 2030.

The National Center on Elder Abuse reported the following statistics from the Bureau of Justice 07.07.14 report:

- a. 9.5% of the elderly population experience some type of abuse
- b. 36% of nursing homes have been in violation of elder abuse laws
- c. 91% of nursing homes lack adequate staff to properly care for patients

Monitoring

The Volunteer Guardianship Program maintains confidential records for each client and volunteer in a secure filing cabinet. All volunteer guardians and staff guardians have a file in their name documenting the completion of training and program requirements. Reporting and documentation of all clients are maintained electronically; status of volunteer involvement with ward and any activity of the ward included.

Volunteers are expected to complete and submit monthly contact reports, which provide a visitation log with comments summarizing the ward's status. The Protective Services Supervisor monitors the information contained within the monthly contact reports and provides feedback and visitation as necessary. The Protective Services Supervisor will also try to make a visitation to every ward annually. The Protective Services Supervisor and the Guardianship

Caseworkers are available to all volunteer guardians to discuss any guardianship issues, attend meetings with healthcare providers, visit in emergency situations and provide support with end of life situations. The Protective Services Supervisor is also responsible for motivational and recognition activities. Volunteers are remembered in special ways upon placement as a guardian, for birthdays, and upon the death of their ward. The Protective Services Supervisor represents the program and the volunteers at health fairs, community outreach workshops, and civic meetings.

The PSVGP surveys our volunteer guardians to find out the status of our ward's health, safety and welfare. From our 2019 survey, our volunteer guardians reported:

- 100% of our volunteer guardians agree or strongly agree that their ward is in a safe protective environment.
- 85% agree or strongly agree that their ward's quality of life has improved.
- 48% of guardians agree or strongly agree that their ward's health has improved.
- 99% of guardians agree or strongly agree that their ward's plan of care meetings have been effective.

Client and volunteer file audits are conducted to maintain the integrity of the ward and the volunteer guardianship files. Volunteers are reviewed on an annual basis when the Protective Services Supervisor and volunteer meet to complete the Guardian's Report for the Probate Court, and the Ward Outcomes Survey for the Agency (see attached). An Annual Volunteer Guardianship Program Satisfaction Survey is sent to all volunteer guardians by the program supervisor. The Protective Services Supervisor attempts to make contact with all volunteers quarterly, either in person, over the telephone, via U.S. mail or e-mail. Volunteer contact is tracked, documented and monitored.

Training

All Volunteer guardians and staff guardians are required to attend and complete guardianship training. The Supreme Court mandates training for all guardians in the State of Ohio which is a requirement to participate in our program. The Supreme Court and the Agency both require annual professional development. The National Guardianship Association (NGA) provides best practices to guide the Agency and the guardian's decision-making.

The Protective Services Supervisor coordinates all trainings of the Volunteer Guardianship Program. Every potential volunteer must take part in a Volunteer Orientation, which provides an overview of the program and of Catholic Charities.

All trained volunteers are required to participate in an interview with the Protective Services Supervisor. This interview will help understand the volunteer's availability to serve geographically in the county and to get to know their strengths and weaknesses before being paired with an alleged incompetent. Three references are obtained regarding the volunteer.

The Agency also makes available on-going training opportunities throughout the year for all who are accepted as a volunteer guardian. These trainings will provide expert information on issues frequently dealt with by the volunteer guardian. As part of the on-going training process

the Protective Services Supervisor must ensure the pertinence of the topic, develop the program and schedule the participants/presenters, amenities and provide all necessary follow up.

Once a volunteer guardian has met all training requirements of the program, they are ready to be matched with a potential ward of the program. The Protective Services Supervisor or Guardianship Caseworker coordinates meetings with the volunteer guardian and introduces them to the potential ward. Once the volunteer agrees to be the guardian to a potential ward, the Protective Services Supervisor or Guardianship Caseworker will start the guardianship application process and coordinate a volunteer attorney to represent and file the guardianship application.

As part of the application process, the Protective Services Supervisor is responsible for the following actions:

- Ensuring the volunteer guardian completes a background investigation in accordance with the Ohio Administrative Code 3701-60.
- Ensuring that the volunteer guardian completes drug testing in compliance with Agency policy and Title XX Social Services RFP
- Coordinating additional meetings with the volunteer and ward.
- Preparing the guardianship application.
- Submitting the application to the volunteer attorney.
- Notifying the volunteer of the court hearing date.
- Involvement with the court investigation.
- Attending the court hearing.
- Obtaining letters of guardianship and issuing documents to the volunteer guardian.

The Protective Services Supervisor will ensure that the volunteer has met with the ward and is familiar with the Probate Court Process prior to the hearing date. Once the guardianship is ordered by the Ashtabula County Probate Court, the Protective Services Supervisor will continue to work with the volunteer guardian to review the ward's needs and answer any questions pertaining to the guardianship and the program. A volunteer guardian may serve as Guardian of Person for no more than three wards concurrently as directed by the Ashtabula County Probate Court.

The Protective Services Supervisor or Guardianship Caseworker prepare the new Volunteer Guardian with useful tools to assist with their duties, including the National Guardianship Association handbook; nursing home post (Guardian's rules); outline of tasks required; and the date that the annual report to the probate court is due.

Service Collaboration:

The Volunteer Guardianship Program is the only guardianship program in Ashtabula County. The Volunteer Guardianship program coordinates its services with the following programs, services, funding sources and providers in the area

Adult Protective Services:

APS refers those aged 60 and above, currently living in the community, who may be exposed to risk due to abuse, neglect and exploitation because of his or her inability to make appropriate decisions. Usually there is no family or lack of appropriate family. APS works to place the alleged incompetent person in a protective environment with the necessary services and refers to the Volunteer Guardianship Program. However, there are situations when the alleged incompetent is not voluntary with APS offered services and there is a concern for the person's welfare. APS may pursue a protective order through the Ashtabula County Probate Court and request Catholic Charities to apply for guardianship to the alleged incompetent. VGP and APS meet monthly to review open and/or prospective case.

Ashtabula County Probate Court:

The Probate Judge or Magistrate may find an alleged incompetent in the need of a guardian and will order the Volunteer Guardianship Program to be the guardian. A typical order for the court usually has competing applications or an unfit applicant for an alleged incompetent. The Ashtabula County Probate Court may find that there is a need for a neutral party to look out for the best interest of the ward.

Ashtabula County Mental Health and Recovery Services:

The Mental Health and Recovery Services Board provides funding and support for our services to provide assists to adults with severe and persistent mental illness. The executive director, Miriam Walton serves as a member of the Guardianship Advisory Committee.

Ashtabula County Board of Developmental Disabilities

Service and Support Administrators (SSA) provide case management and coordinate services for some wards that live in the community. SSAs consult with and update the guardian about wards of the PSVGP program ward's current progress and provides community case management support for the ward.

Ashtabula County Hospitals, Health Care Services and Establishments:

Hospitals, assisted living facilities, nursing homes, and home-based services, refer prospective clients that they feel are unable to make medical and personal decisions for themselves. Usually there is no family or suitable family available to ask or answer questions of providers, protect the ward, monitor quality of care, attend care-planning meetings, visit, advocate, arrange special need items for the ward, or fill the role of representative.

B. Summary of Service

Catholic Charities of Ashtabula County has office hours on Monday through Friday from 8:30 am – 5:00 pm. Employees and volunteer guardians in the program are available to receive telephone calls regarding their wards 24 hours/day – 7 days/week. The Protective Services Supervisor and staff guardians are available to serve as a temporary backup to volunteer guardians. Additionally, all volunteer guardians have 24/7 access to program staff.

The Volunteer Guardianship Program has an in-depth client intake and assessment process. In keeping with National Guardianship Association, the Protective Services Supervisor evaluates and ensures referrals fall within program criteria. Every referral source must submit a program referral form accompanied by a Statement of Expert Evaluation, which is a physician assessment of the client stating his/her opinion on the need for a guardianship. All referrals are scheduled for assessment within thirty days of initial receipt. Adult Protective Services and the Ashtabula County Probate Court referrals will receive priority services, with a majority of clients meeting the Title XX Priority Policy.

Monthly, the Protective Services Supervisor will advise the Executive Director of any assessments not completed within the 30-day time period, and provide a plan and timeline for completion. The Protective Services Supervisor will contact the referral source to advise the timeline as to when an assessment will be conducted.

Guardians are responsible for:

- Monthly ward visits.
- Attending quarterly plan of care meetings to assess ward's medical and personal status and needs.
- Providing monthly contact reports to the Protective Services Supervisor.
- Communicating with the Protective Services Supervisor of any changes in the ward's medical and/or personal needs.
- Meeting annually with the Protective Services Supervisor or the Guardianship Caseworker to conduct the Probate Court's Annual Guardian's Report and Volunteer Guardian assessment of ward report.
- Advocating for his or her ward and ensuring dignity and respect.

Guardianship Statistics

Statistic	2020	2022 projection
Unduplicated Clients Served	*110	142
Volunteer Hours	*222	600

- **Decrease in client and volunteer hours are due to the interruption of volunteer direct service activity during the pandemic.**

COVID-19

The health and safety of our staff, volunteers and clients is our main priority. The VGP requires all staff and volunteers to adhere to the federal, state and local health guidelines to help prevent the spread of illness if in person with a ward of the court. Required actions during ward visitation:

- All clients are screened first over the phone with the COVID-19 Screen Survey

- Temperature check is taken prior to start of appointment.
- Client is given a mask; client will sanitize hands
- Maintain a safe distance of 6 feet from others when possible
- Frequent handwashing and use of hand sanitizer
- Avoid touching eyes, nose and mouth
- Exercise respiratory etiquette, such as utilizing a tissue or coughing into upper sleeve and not hands
- Refrain from sharing materials that are touched by the client.
- Stay home if feeling ill and avoid close contact with those that are sick
- Guardianship staff and volunteer guardians must wear a mask when in contact with their ward.

A Covid-19 Pandemic Procedure was developed to ensure the safety of staff, volunteers, and wards of the Guardianship Services Program. All Group or congregate living settings, such as nursing homes are closed to the public, therefore care plans, visits, and ward updates take place via telephone or video apps. While in the office, and as the community re-opens, staff and volunteers should practice safety guidelines, including frequent hand washing, the use of hand sanitizer, disposable gloves, and the wearing of masks in the office and any public area during office hours. (See attached Policy and Procedures)

C. Geographic Service Areas

Catholic Charities of Ashtabula County serves all of Ashtabula County.

Service Area	Unduplicated clients served 2020 under age 60*	Unduplicated clients projected 2022 under age 60	Unduplicated clients served 2020 age 60-75	Unduplicated clients projected 2022 age 60-75	Unduplicated clients served 2020 age 76 +	Unduplicated clients projected 2022 Age 76 +
Andover	1	1	0	2	1	1
Ashtabula	17	20	28	33	10	12
Austinburg	0	0	3	4	1	2
Conneaut	1	4	3	4	3	4
Geneva	6	8	15	16	4	5
Jefferson	0	1	2	4	4	5
Kingsville	1	1	3	5	4	5
Orwell	0	0	1	3	0	1
Other	1	0	0	0	1	0
TOTAL	27	35	55	71	28	36



Volunteer Guardianship Program

*Patrick Sorohan Volunteer
Guardianship Program*

The Guardianship Program at Catholic Charities trains and utilizes community volunteers who agree to serve as guardians of person to county residents who are 60 or older, indigent, and lack available, appropriate family.

Contact us to learn more about:

- **What is Guardianship of Person?**
- **What is the responsibility of a Guardian?**
- **How you can help an elderly person in your community.**
- **How does an individual become a volunteer guardian through Catholic Charities?**

Contact us for more information on
this rewarding volunteer
You can use the QR code provided to
place an application of interest for
volunteer guardianship
Or call 440-992-2121 Ext. 7011
billd@doyccac.org
nicoler@doyccac.org



**Catholic Charities of
Ashtabula County
Providing Help, Creating Hope
4200 Park Avenue, 3rd Floor
Ashtabula, Ohio 44004**

Funding &
support
provided in part
by



Ashtabula County
Probate Court





Catholic Charities of Ashtabula County

Patrick A. Sorohan

Ashtabula County

Volunteer Guardianship Program

The Guardianship Program at Catholic has served Ashtabula County residents since 1996. The program serves those individuals who otherwise have no one to assist in their care and decision making. The program provides services to senior and adults with mental illness.

The program is supported by volunteer guardians and funding of the mental health board.

An integral part of the program are volunteer attorneys who assist with filing with the probate court.

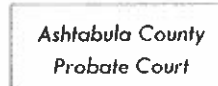


If you are interested in assisting please contact
Bill Daywalt
billd@doyccac.org
440-992-2121

"It's very satisfying to help high quality professional people care for genuinely needy people. And these great folks do get results. The legal work you do here really helps people who need the help; it's not just chasing down money for a client. It's emotionally rewarding, makes you feel good about what you as an attorney are doing for someone!"

Attorney Charles Lafferty

Funding & support
provided in part
by:



Catholic Charities of Ashtabula County



Guardianship Services Program

Procedure:	Covid-19 Pandemic Procedure	DATE DEVELOPED: March 16, 2020
DEPARTMENT:	Guardianship Services	DATE REVIEWED
		DATE REVISED:

Objective: The Patrick Sorohan Volunteer Guardianship Program has established procedures to remain in compliance with state and local guidelines to curtail the spread of the Covid-19 virus amongst staff, volunteers, program wards and community members. The program may update or change procedures throughout the pandemic to remain in compliance with current safety guidelines.

Guardian Program Procedures

- Guardianship staff are essential workers under Governor DeWine's mandates.
- One-on one visits with wards are curtailed until further notice.
- Guardianship staff may conduct duties from home to the extent possible to support mandatory staffing limits in the office.
- Guardianship staff will practice safe hygiene guidelines, such as frequent hand washing and the use of hand sanitizer or the wearing of gloves.
- Staff must wear masks in the office or in public during office hours.
- Conduct staff, volunteer meetings and visitations via conference calls or virtual meeting sites.

Volunteer Guardian Procedures

- One-on one visits with wards are curtailed until further notice.
- Volunteer guardians should maintain contact with nursing home staff and/or wards by phone on a weekly basis and complete their notes, as usual.
- Conduct Plan of Care, ISP, or Mental Health Case Management meetings via telephone or virtual meeting sites.
- Volunteer guardians will practice safe hygiene guidelines, such as wearing masks, frequent hand washing, using hand sanitizer, or wearing gloves while conducting guardianship duties in public.
- CCAC volunteers should attend virtual meetings or conference calls regarding guardianship.

D. Service Gaps

While referrals are eligible from any part of the Ashtabula County community, it is at times more of a challenge to find a volunteer guardian in the less densely populated areas of the county and/or with wards that present with higher personal and/or medical needs and challenges. The Volunteer Guardianship Program focuses on outreach efforts of recruiting in those areas in order to find a suitable volunteer guardian.

The current guardianship program at CCAC now serves those over 60 and individuals under 60 disabled with severe and persistent mental health diagnoses. The under 60 group of wards is supported by the Ashtabula County Mental Health and Recovery Services Board. The service gap is that the program is limited to the number of wards one caseworker can manage.

E. Limitations in meeting condition of an agreement

There are no known service limitations at this time.

F. Organizational Structure

Catholic Charities of Ashtabula County was established as an adoption and child welfare agency in 1944, and its original name was Catholic Service League. It was incorporated on October 4, 1962. CCAC has expanded and changed over the years to meet the emerging needs of Ashtabula County. CCAC is private, 501(c)(3) not-for-profit corporation, is governed by a local, volunteer board of directors, and is an affiliate of the Catholic Charities Corporation Diocese of Youngstown. CCAC employee 17 employees and manages between 50-100 volunteers annual between all programing. The Finance and Audit Committee meets monthly while other committees meet as needed.

The mission of CCAC is “to provide service to people in need, to advocate for justice in social structures, and to call the entire Church and other people of good will to do the same.” To this end, CCAC works with individuals, families and communities to proclaim life, strengthen families, and fight poverty. CCAC is about *Providing Help and Creating Hope* in Ashtabula County. To carry out its mission, the Agency provides Basic Needs Assistance, Housing Counseling, Homeless Assistance and Outreach, SSI SOAR Program, Financial Literacy Education, Education Programs: Getting Ahead and Opening Doors Parenting Program, Free Clothing and Hygiene Site, Guardianship, Representative Payeeship, and School-based Education.

Approximately 40% of the Agency’s funding is from the Bishop’s Appeal Diocese of Youngstown. Approximately 30% is government funds, such as the Ashtabula County Department of Job and Family Services, the Ohio Department of Health, U.S. Department of Housing and Urban Development (HUD), and the Ohio Development Services Agency. Locally, funds are received from organizations such as the Ashtabula County Mental Health and Recovery Services Board, Ashtabula County United Way, the Senior Service Levy, the Ashtabula Foundation, and the Conneaut Foundation. Program service fees, where applicable, and donations are also part of the revenue.

The Organizational Chart is included.

Catholic Charities of Ashtabula County
Draft Organization Chart 2021 – 6.28.21

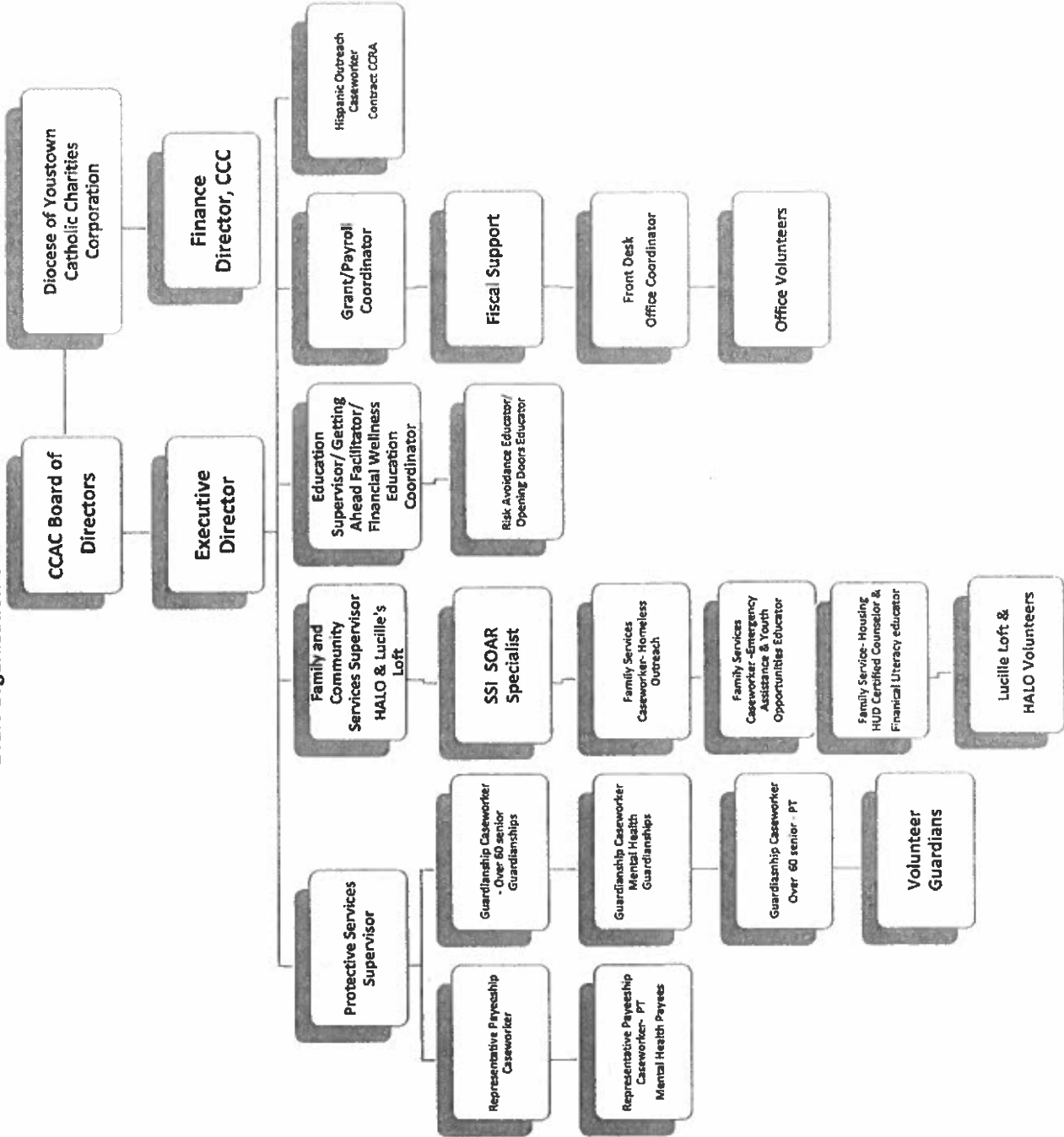


Exhibit II

**Applicant Budget
Summary**

Applicant: Catholic Charities of Ashtabula County-Guardianship Services -Title XX	
Date From: October 2021	To: September 2022

	Program	XX
I. Staff		
A. Salaries	\$ 105,971.82	\$ 23,906.28
B. Payroll-Related Expenses	\$ 40,104.26	\$ 10,345.85
Total Staff Costs	\$ 146,076.08	\$ 34,252.13
II. Operations		
A. Travel and Short-Term Training	\$ 3,825.00	\$ 1,110.29
B. Consumable Supplies	\$ 1,705.00	\$ 837.53
C. Occupancy Costs	\$ 11,318.00	\$ 4,633.87
D. Contract and Professional Services	\$ 8,736.00	\$ 4,005.62
E. Other - Miscellaneous	\$ 12,280.00	\$ 2,986.56
Total Operational Costs	\$ 37,864.00	\$ 13,573.87
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ 2,500.00	\$ 300.00
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ 2,500.00	\$ 300.00
Sub- Total of All Costs	\$ 186,440.08	\$ 48,126.00
IV. Minus Other Program Resources	\$ 138,332.00	\$ -
Total Program Costs	\$ 48,108.08	\$ 48,126.00

Budget Computation

Total Operating Expenses	\$ 186,440.08	\$ 48,126.00
Divided by Total Operating Units	2,377.00	617.00
= Unit Rate	78.43503576	78.00
Unit Rate	78.44	78.00
X number of units purchased	2,377.00	617.00
= Total Contract Amount	\$ 186,440.08	\$ 48,126.00

Unit = Example: 1 meal, 1 hour

1 Hour

II. A. Travel and Short-Term Training

	Entire Program	XX Project
Mileage Reimbursement rate per mile: \$ 0.44	\$ 2,825.00	\$ 535.22
Short-Term, Training	\$ 1,000.00	\$ 575.07
Total Travel and Short-Term Training	\$ 3,825.00	\$ 1,110.29

II. B. Consumable Supplies

Type	Program Consumable Supplies	XX Consumable Supplies
Office Supplies	\$ 1,445.00	\$ 812.53
Cleaning Supplies	\$ -	\$ -
Other (identify) Program Supplies	\$ 200.00	\$ -
Other (identify) Other Supplies	\$ 60.00	\$ 25.00
Total Consumable Supplies	\$ 1,705.00	\$ 837.53

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent	\$ 9,588.00	\$ 4,000.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage		
Maintenance and Repairs	\$ 160.00	\$ 32.20
Utilities (if not included in rent) must be itemized		
Heat		
Electric		
Water		
Telephone	\$ 1,410.00	\$ 581.67
Sewer		
Other (identify) Alarm	\$ 160.00	\$ 20.00
Other (identify)		
Total Occupancy Costs	\$ 11,318.00	\$ 4,633.87

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

Identify Each Contract of Service	Entire Program Cost	XX Program Cost
Auditor	\$ 2,106.00	\$ 1,003.00
Technology	\$ 1,530.00	\$ 765.00
Other Contract Service Fees	\$ 5,100.00	\$ 2,237.62
Total Contract & Services Costs	\$ 8,736.00	\$ 4,005.62

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	XX Program Cost
Postage & Shipping	\$ 706.00	\$ 353.00
Advertising & Printing	\$ 500.00	\$ -
Other Technological	\$ 624.00	\$ 29.41
Volunteer Development	\$ 300.00	\$ 127.98
Computer Software Training & Support	\$ 3,700.00	\$ 936.17
Dues & Other Misc. Expenses	\$ 450.00	\$ 400.00
Other Spec. Assistance	\$ 6,000.00	\$ 1,140.00
Total Miscellaneous Costs	\$ 12,280.00	\$ 2,986.56

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

Item	Quantity	Amount Entire Program	Amount for XX services
Caseworker Laptops	2	\$ 2,500.00	\$ 300.00
Total Small Equipment Purchases		\$ 2,500.00	\$ 300.00

III. C. Leased and Rented Equipment

Item	Quantity	Amount Entire Program	Amount for XX services
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for XX services
Ashtabula County Mental Health & Recovery Services Board	\$ 60,000.00	
Senior Service Levy	\$ 35,000.00	
Catholic Charities	\$ 30,832.00	
Probate Court	\$ 9,000.00	
United Way	\$ 2,500.00	
Guardianship of Estate Billing	\$ 1,000.00	
Total Other Resources	\$ 138,332.00	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Catholic Charities of Ashtabula County**
Date: **9/16/2021 2:42:02 PM**

This search produced the following list of **10** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Anew Educational Services	11470 Euclid Ave. #170
Anew Educational Services	11470 Euclid Avenue #170
Education Recruiting Services	4601 E. 5th Avenue
Educational Institute of Learning and Innovation	2935 Lafeuille Avenue
Greater Educational Service Center, Phoenix Village Academy P2	5455 North Marginal Road, Suite 521
Greater Educational Service Center, Phoenix Village Academy S1	5455 North Marginal Road, Suite 521
HOME-Hands on Math/Reading Education	5437 Maple Canyon Avenue
Lawrence County Educational Service Center	304 N. 2nd Street
Third Wave Communications, LLC	PO Box 1355

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.


If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between **Ashtabula County Job & Family Services** and **Catholic Charities of Ashtabula County** 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 **\$12,031.50**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement Amendment** between **Ashtabula County Job & Family Services** and **Catholic Charities of Ashtabula County**.



David Thomas
Ashtabula County Auditor

Date: 2/22/21

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 Catholic Charities of Ashtabula County , located at: 4200 Park Avenue, Third Floor, Ashtabula, Ohio 44004 and whose phone number is: 440-992-2121 , (hereinafter referred to as the “Subgrantee”) to provide SOAR Ohio Project-Housing Services for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Catholic Charities of Ashtabula County.
- 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 Sub-Grant 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 **October 1, 2021** through **September 30, 2022** 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: **\$ 53,361.09.**
The unit rate is: **\$555.84 per SOAR Applicant** per service code **755-XX.**
- 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:

I. 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 4200 Park Avenue, Third Floor, Ashtabula, Ohio 44004.**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. **Lobbying:** The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. **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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. **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

9/13/21
Date



Catholic Charities of Ashtabula County

9/16/21
Date





9/28/2021
Date



Ashtabula County Board of Commissioners

Exhibit I

ATTACHMENT A

ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATIONAGENCY / ORGANIZATION NAME: Catholic Charities of Ashtabula County – SSI SOAR HousingADDRESS: 4200 Park Avenue, Third Floor, Ashtabula, OH 44004PHONE: 440-992-2121FAX: 440-992-5974SERVICE SITE (if different than above): N/A

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 34-0714639EXECUTIVE DIRECTOR/DIRECTOR: Jill ValenticPROGRAM COORDINATOR: Alice HardenEMAIL: Alice h@doyccac.orgFISCAL CONTACT: Jim HerschelEMAIL: jherschel@youngstowndiocese.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Department of Job & Family Services (ACDJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACDJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACDJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACDJFS will fund a proposal. Proposals are subject to review by representatives of ACDJFS. At its sole discretion, ACDJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Jill ValenticSIGNATURE: 

(Note: original signature must be in blue ink)

TITLE: Executive DirectorDATE: 7/16/21

Section 4.4 – Planning and Development

A. Program description and proposed service – SOAR Ohio Project

Background – SOAR Ohio Project

The SOAR (SSI/SSDI Outreach, Access, and Recovery) Ohio Project is designed to move Ohio's most vulnerable populations into better housing opportunities. Work is done on behalf of disabled individuals who are homeless, at risk of becoming homeless and/or preparing to exit institutions by helping them expedite the SSI/SSDI (Supplemental Security Income/Social Security Disability Insurance) application process. Once they receive their benefits, clients can access safe, decent, affordable housing. The SOAR Ohio Project has adopted the SOAR Model developed by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). The Coalition on Homelessness and Housing in Ohio (COHHIO) has been administering the program since 2008.

How does the SOAR OHIO Project Work? Clients meet with a SOAR Ohio Specialist, noted in previous RFPs as SSI Specialist. These are highly trained caseworkers who use best practices, including the SOAR methodology (SSI/SSDI Outreach, Access, and Recovery), to complete expedited disability applications on behalf of clients. SOAR is a national technical assistance program that helps people who are experiencing or at risk for homelessness to access SSA disability benefits. Our Specialist is certified to assist Adult and Children SSI applications. *A SOAR Overview and objectives are included.*

Through a strong partnership with the Social Security Administration and the Division of Disability Determination, SOAR Ohio Specialists represent clients during the application process from start to finish.

Who is eligible to work with a SOAR Specialist? Individuals who are homeless (living on the streets, shelter or place not meant for habitation etc.), at risk of homelessness (e.g. home in foreclosure or “couch surfing”) or exiting a prison, hospital, nursing home, or other institution, and who present with a mental illness and/or physical disability that interferes with their ability to work may be eligible to work with a Specialist. Homeless individuals have historically had a lower rate of approvals for disability benefits due to their inability to fully complete the application and provide all of the necessary documentation. The Ashtabula County Parole Authority has forecasted during the timeframe of 2020-2021 over 250 individuals being release from the state prison system back into Ashtabula County. Many of these individuals will be referred to our Agency for re-entry services and support. Mostly likely those referred for re-entry services will be referred to our SOAR Ohio Specialist for eligibility.

In addition, SSI benefits can be suspended due to the client being incarcerated or hospitalized for a period of less than 12 months. Clients who have been released from incarceration or hospitalization may face barriers that will inhibit their ability to reinstate their SSI Benefits. A SOAR Ohio specialist can assist those clients with getting their SSI benefits reinstated. If benefits are not reinstated by the client within 12 months, SSI benefits will be terminated, then the client will need to reapply and start the application process from the beginning. Research has found (Wrenn et al., 2018) that many individuals with serious disabilities such

as mental illness who are released from prison often are not aware of the process, find the process confusing and/or do not have the cognitive ability to follow through having their own benefits reinstated. In many instances this happens to individuals therefore their benefits are suspended. This unfortunate outcome may increase the risk of homelessness, substance use lack of medical care/basic needs and recidivism for an individual. The SOAR Ohio Specialist will help ameliorate and/or prevent this potential situation from occurring and will ensure self-sufficiency for the client.

Ultimately, our SOAR Ohio Specialist will help and assist the individual through the process and navigate and secure individuals back into the community with the basic essentials for a quality of life: income, health care, and housing. Research has found those with disabilities that have been given attention promotes a healthy community (Ware & Dennis, 2013). As the SSI Specialist works with an applicant, our Agency is well-equipped to refer wraparound services such as housing assistance, basic needs, financial literacy and representative payeeship services to those in need. These services ensure and help promote a health and financially stable household.

Title XX Goal

The SOAR Ohio Project fulfills the following Title XX goals:

- A) Preventing neglect, abuse or exploitation – Preventing or remedying neglect, abuse or exploitation of children or adults unable to protect their own interests.
- (B) Preserving families – Preserving, rehabilitating, or reuniting families.

Collaboration

Referrals to this program are regularly received from:

- Catholic Charities of Ashtabula County – internal Agency referrals
- Ashtabula County Department of Job and Family Services
- Ashtabula County Mental Health and Recovery Services Board
- Ashtabula County Medical Center Psychiatric Unit
- 211/Community Action information and Referral
- Samaritan House (homeless shelter)
- Nursing homes, and outside county nursing homes
- Mental health agencies and outside of the county mental health treatment facilities
- Adult Parole Authority
- Second Chance Citizen Circle
- Ashtabula County Probation
- Homesafe (domestic violence shelter)
- Recovery homes
- Beatitude House- Transitional housing

B. Summary of Service

Catholic Charities of Ashtabula County has office hours on Monday through Friday from 8:30 am – 5:00 pm. Although the majority of assessments take place at the office, the program has a strong emphasis on outreach and engagement with clients, especially individuals who have been traditionally “hard to reach” due to severe mental illness and/or chronic homelessness. As a result, the Specialist has a laptop and is willing to meet clients where they are most comfortable, as long as safety is not compromised.

People who are homeless and disabled face enormous obstacles when applying for reinstating disability benefits, including long waits, lack of a mailing address, and incomplete medical records. The SOAR Ohio Specialist coordinates people and resources to help remove systemic barriers so more eligible disabled individuals can be awarded benefits.

Also the SOAR Ohio will assist individuals to reinstate benefits if suspended in an efficient manner.

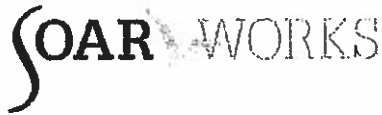
COVID

Catholic Charities of Ashtabula County SOAR Ohio Specialist Program services are available by appointment, and we continue to deliver SOAR Ohio assistance to meet the needs of potential clients in need in Ashtabula County during the COVID-10 Pandemic. To ensure ultimate safety for the client, most of the SSI application process will be conducted over the phone.

The health and safety of our staff and client is our main priority. CCAC is requiring the SOAR Ohio Specialist to adhere to the guidelines provided as a directive from the State of Ohio as listed below to help prevent the spread of illness if in person with an SSI applicant. The following are required actions if an in-person appointment is scheduled:

- All clients are screened first over the phone with the COVID-19 Screen Survey
- Temperature check is taken prior to start of appointment.
- Client is given a mask; client will sanitize hands
- Maintain a safe distance of 6 feet from others when possible
- Frequent handwashing and use of hand sanitizer
- Avoid touching eyes, nose and mouth
- Exercise respiratory etiquette, such as utilizing a tissue or coughing into upper sleeve and not hands
- Refrain from sharing materials that are touched by the client.
- Stay home if feeling ill and avoid close contact with those that are sick
- The SOAR Ohio Specialist must wear mask when meeting in-person with clients

CCAC believes that the SSI Program has provided valuable benefits to homeless, disabled individuals, and is, therefore, seeking Title XX funds for a full-time SSI Specialist serving individuals in Ashtabula County.



SOAR Online Course Overview and Objectives

Overview

The SOAR (SSI/SSDI Outreach, Access and Recovery) Online Course trains case managers to assist individuals who are experiencing homelessness to apply for the Social Security Administration (SSA) disability programs: Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI). The techniques taught in this online course can improve the quality and completeness of any application for SSI/SSDI, however, the label “SOAR” should only be used on SSI/SSDI applications for persons who are homeless or at risk for homelessness.

The SOAR Online Course consists of seven classes, each of which has a series of articles, short quizzes, and a practice case. This practice case provides an opportunity for case managers to apply what they have learned by completing an SSI/SSDI application packet for a fictitious applicant using SOAR techniques. Video interviews, medical records, and progress notes provide the information needed to complete SSA forms and write a Medical Summary Report (MSR) for the applicant. The complete application packet is submitted to the SOAR Technical Assistance (TA) Center for review. Upon approval, the participant will receive a certificate of completion and 20 continuing education (CE) contact hours from the National Association of Social Workers (NASW). There is no charge for this course.

We estimate that it will take about 20 hours to complete the course and participants can work at their own pace, starting and stopping as they wish. However, we encourage students to complete the course within 30 days to retain the information learned and get connected sooner to local SOAR initiatives.

Learning Objectives

Class 1: The Need for SOAR

The Need for SOAR provides an introduction to SOAR, its values, and the roles and responsibilities of key stakeholders, especially case managers.

- Why SOAR is an important tool for case managers to use when assisting people who are experiencing or at-risk of homelessness and who have a mental illness, co-occurring substance use disorder or other disability apply for SSA disability benefits
- What values inform the SOAR process
- Important community organizations and stakeholders necessary for a successful SOAR effort and the roles they play
- An overview of SSA’s disability benefit programs, SSI and SSDI
- Key steps in the disability application process

Class 2: Initiating the Application

Initiating the Application describes strategies to engage an applicant in the application process. It also stresses two key components in the SOAR program – becoming the applicant’s representative and collecting medical evidence.

- Effective strategies for case managers to use in engaging the applicant they are assisting
- Importance of becoming the applicant’s representative
- SOAR strategies for collecting medical evidence

- Ways of establishing the protective filing date and starting the application process

Class 3: Exploring Basic Eligibility

The Social Security Administration has two types of eligibility requirements – medical and non-medical. *Exploring Basic Eligibility* examines the non-medical requirements, which include resources and living arrangements.

- What constitutes “non-medical” eligibility
- Income and resources limits for SSI eligibility
- How to complete the SSI and SSDI application forms
- Different types of living arrangements and their impact on potential benefits

Class 4: Medical Information

Medical Information focuses on the medical eligibility requirements. It describes what information is necessary and the steps in the disability determination process.

- What medical documentation is necessary
- How to work with SSA’s Listings of Impairments
- Steps in the disability determination process
- Strategies for gathering information about substance use
- What Consultative Exams are and when they are required
- How to complete the Adult Disability Report

Class 5: The Link to Functioning

Medical records alone are frequently not adequate for the disability determination process. It is important to make the link between the diagnosis and the applicant’s ability to function in a work setting. SOAR documents this link in the Medical Summary Report.

- Importance of linking the illness or condition to the applicant’s ability to function in four main areas
- How to effectively write about functioning
- Elements of the Medical Summary Report

Class 6: Completing the Application Packet

There are several documents that need to be included in a complete SOAR application packet that is submitted to SSA. There is also necessary follow-up post approval. *Completing the Application Packet* covers these topics, and also includes a discussion of appeals in the event of a denial.

- Elements of a complete SOAR application packet
- Next steps following an approval
- SSA’s appeals process

Class 7: Supporting Recovery

Getting disability benefits is an initial step on the road to recovery. *Supporting Recovery* reviews other programs that can assist an applicant after s/he receives disability benefits.

- Strategies for accessing housing once benefits have been received
- Medicare Savings Programs to help with health care costs
- Work incentives for applicants wishing to return to work



Expectations of Participation and Certification in SOAR Ohio:

The SOAR Ohio certification is a two-step process and only those who successfully complete the SOAR online course and the Ohio in-person training can submit SSI and/or SSDI applications using the SOAR model in Ohio.

1. The SOAR Online Course takes approximately 20 hours to complete. Currently, Ohio uses the SOAR Online Course as its approved training method. The SOAR Online Course consists of seven classes, each of which has a series of articles, short quizzes, and a practice case. The SOAR Online Course is free and can be accessed by clicking on the "Online Courses" tab on this website. After completing the online course, individuals will be connected to the State Team Lead who will provide ongoing technical assistance and trainings on state specific procedures for SOAR applications.

2. A SOAR Ohio Adult Online Course Review Session and SOAR Ohio in-person training will be offered to those individuals who have successfully completed the national SOAR Online Course: Adult or Child Curriculum. This training will provide policy specifics for Ohio SSA and DDD, a review of the online course with hands-on skill set activities, and cover quality claims submission with the focus on fidelity to the SOAR model. A certificate will be provided at the end of the training which provides access to the DDD Expedited Homelessness Unit. This training is by invitation only and attendance requires that you have completed the SOAR Online Course at least two weeks prior to the scheduled training date.

Upcoming training dates:

July 7, 2021
October 6, 2021
January 5, 2022
April 6, 2022

Outcome Tracking:

SOAR Ohio uses the SOAR Online Application Tracking (OAT) system to report outcomes. All SOAR Ohio certified providers are required to report their outcomes by submitting SOAR Ohio claimant data into SOAR OAT at <https://soartrack.samhsa.gov/login.php> in real time with accurate and timely application data entry.

To maintain the SOAR Ohio certification, one is committing to completing and recording outcomes of a minimum of 24 SOAR assisted SSI/SSDI claims per calendar year with a minimum of a 60 percent approval rate in an average of 100 days or less.



175 South Third Street, Suite 580, Columbus, Ohio 43215
Ph: 614.280.1984 Fax: 614.463.1060
www.cohhio.org

Please reach out with any questions The SOAR (SSI/SSDI Outreach, Assess and Recovery) Team here at COHHIO provides training, technical assistance and support to all SOAR Specialist throughout Ohio. Social Service and community workers are trained to use evidence-based best practices and methodology to complete expedited disability applications on behalf of client. Specialists represent clients during the entire process of the application process. SOAR is a truly beneficial resource for agencies serving some of Ohio's most vulnerable populations

Thank you,

Candace Talty, AAS, BASW
SOAR Ohio and HNHF Coordinator
SOAR Ohio Local Lead

COHHIO

175 S Third St. Suite 580
Columbus, Ohio 43215
P: 614.280.1984 ext. 137
F: 614.463.1060
candacetalty@cohhio.org
Website: www.cohhio.org

AND

Amy Lamerson, MSW
SOAR Ohio and HNHF Director
SOAR Ohio State Lead

COHHIO

175 S. Third Street, Suite 580
Columbus, OH 43215
P: 614.280.1984 ext. 128
Cell: 614.425.9312
F: 614.463.1060
amylamerson@cohhio.org
Website: www.cohhio.org
SOAR Ohio Website: <https://cohhio.org/programs/soar-ohio/>



SOAR Ohio Frequently Asked Questions (FAQ)

1. What is SOAR Ohio?

SOAR Ohio is designed to move Ohio's most vulnerable populations into better housing opportunities and access other needed recourses. SOAR Ohio providers work on behalf of disabled individuals who are homeless or at risk of becoming homeless, preparing to exit institutions and/or a diagnosis of a severe and persistent mental illness by helping them expedite the SSI/SSDI (Supplemental Security Income/Social Security Disability Insurance) application process. Once they receive their benefits, clients can access safe, decent, affordable housing.

2. What is SOAR?

SSI/SSDI, Outreach, Access and Recovery is a program designed to increase access to SSI/SSDI for eligible participants who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder. Highly trained SOAR Specialists assist from the start to finish and represent the applicant through the entire application process.

3. How would it benefit my agency?

This would increase stability for the individuals you serve. Not only does this increase their income but links them to Medicaid, and other resources all leading towards increases in future housing stability for all populations of individuals.

- Learning skills to complete quality applications and forms that are approved on initial submission
- Direct connection with local SSA work and the SOAR/homeless adjudicating unit- No one waiting hours on the phone or at the offices
- Decision on claims in about 90 days
- Training, technical assistance and consistent support
- Potential to earn 20 C.E.U.'s for free with completion of training
- Notifications to changes in SSA and procedures before general public
- Most important getting income stability to your clients!



4. What if the person recently got diagnosed, will they be eligible for the SOAR Ohio Program?

Yes, if the person has a medically determinable diagnosis that is expected to last over 12 months, then they will be SOAR eligible.

5. How long will it take to hear a decision on the SSI/SSDI application?

Ohio is averaging 90 days or less to receive the official SSA decision.

6. What if the person started out homeless but was housed prior to the referral?

A formally homeless individual has 90 days after signing of the lease to complete an application or if they are living in a temporary housing situation and has no income.

7. What if a person is staying in a permanent supportive housing unit are they eligible?

Yes, the person is eligible if they are at imminent risk of homelessness, such as their rent may be covered but the tenant may be responsible for the utilities and without income that could get them evicted. Also, their diagnosis is a factor. It's kind of loose around this so it would be more situational of the client's circumstances.

8. How do find a SOAR specialist in my area?

The community partner agencies are focused on serving the clients most in need within their perspective community settings. Please reach out to SOAR Ohio State Lead team with questions on how to get involved with SOAR Ohio to serve your client benefit needs. Please reach out to us here at COHHIO as we are the SOAR Ohio State Lead team and the program coordinator, Candace Talty with questions on registering for the free SOAR certification course work. candacetalty@cohhio.org

The SOAR (SSI/SSDI Outreach, Assess and Recovery) Team here at COHHIO provides training, technical assistance and support to all SOAR Specialist throughout Ohio. Social Service and community workers are trained to use evidence-based best practices and methodology to complete expedited disability applications on behalf of client. Specialists represent clients during the entire process of the application process. SOAR is a truly beneficial resource for agencies serving some of Ohio's most vulnerable populations

9. How do I or someone from my organization get trained?

You can sign up and complete a free training through soarworks.prainc.com or by using this link [SOAR Works](#) .This also qualifies for 20 hours of Social Work CEU's. You will then need to complete a four-hour virtual SOAR Ohio training to learn the Ohio specific practices.

10. Will I be eligible for Technical Assistance if I complete training?

Yes, the SOAR Ohio State Lead team provides training and technical assistance for individuals who have passed the online course and completed the four-hour virtual Ohio training through COHHIO.

For all other questions please reach out to the SOAR Ohio Team listed below:

Candace Talty, AAS, BASW
SOAR Ohio and HHNF Coordinator
SOAR Ohio Local Lead

COHHIO

175 S Third St. Suite 580
Columbus, Ohio 43215
P:614.280.1984 ext. 137
F:614.463.1060
candacetalty@cohhio.org
Website: www.cohhio.org

AND

Amy Lamerson, MSW
SOAR Ohio and HHNF Director
SOAR Ohio State Lead

COHHIO

175 S. Third Street, Suite 580
Columbus, OH 43215
P: 614.280.1984 ext. 128
C: (614) 425-9312
F: 614.463.1060
amylamerson@cohhio.org
Website: www.cohhio.org
SOAR Ohio Website: <https://cohhio.org/programs/soar-ohio/>

SSI Statistics

SSI Application Analysis				
	Application Goal	Application Submitted	% approved goal	% approved actual
July 2011 - June 2012	84	74	50%	26%
July 2012 - June 2013	84	72	50%	36%
July 2013 - June 2014	84	72	50%	39%
July 2014 - June 2015	84	75	50-60%	48%
July 2015 - June 2016	84	58	50-60%	52%
July 2016 - June 2017	48 ¹	38 ²	50%	38%
July 2017 - June 2018	48	31 ³	50%	40%
July 2018 - June 2019	48	48	50%	58%
July 2019 – June 2020	48	51	50%	58%
July 2020 – June 2021 Forecast	96***	51 ⁴	50%	47%

¹Due to a reduction in funding from COHHIO, the position went from full-time to part-time.

²Due to the resignation of the caseworker, applications were not taken in June.

³Reflects a gap in service between the resignation of one caseworker and the hire and training of the new caseworker.

⁴ Pandemic reduced and slowed the referral process.

*** Forecast number reflects 8 per month starting in October 2020 if contract is approved.

C. Geographic Service Areas

Catholic Charities of Ashtabula County serves all of Ashtabula County.

Applications since October 2017	
Area	Number served
Ashtabula	147
Conneaut	8
Geneva	11
Jefferson	8
Orwell	3
Pierpont	1
North Kingsville	1
Roaming Shore	1
Rock Creek	1
Austinburg	1
Andover	1
Kingsville	2
TOTAL	181

D. Service Gaps

There are no known service gaps at this time.

ACDIFS RFP 3-21

Catholic Charities of Ashtabula County – SOAR Ohio Specialist

E. Limitations in meeting condition of an agreement

There are no known service limitations at this time.

F. Organizational Structure

Catholic Charities of Ashtabula County was established as an adoption and child welfare agency in 1944, and its original name was Catholic Service League. It was incorporated on October 4, 1962. CCAC has expanded and changed over the years to meet the emerging needs of Ashtabula County. CCAC is private, 501(c)(3) not-for-profit corporation, is governed by a local, volunteer board of directors, and is an affiliate of the Catholic Charities Corporation Diocese of Youngstown. CCAC employes 18 employees and manages between 50-100 volunteers annual between all programming. The Finance and Audit Committee meets monthly while other committees meet as needed.

The mission of CCAC is “to provide service to people in need, to advocate for justice in social structures, and to call the entire Church and other people of good will to do the same.” To this end, CCAC works with individuals, families and communities to proclaim life, strengthen families, and fight poverty. CCAC is about *Providing Help and Creating Hope* in Ashtabula County. To carry out its mission, the Agency provides Basic Needs Assistance, Housing Counseling, Homeless Assistance and Outreach, SOAR Ohio Program, Financial Literacy Education, Education Programs: Getting Ahead and Opening Doors Parenting Program, Free Clothing and Hygiene Site, Guardianship, Representative Payeeship, and School-based Education.

Approximately 40% of the Agency’s funding is from the Bishop’s Appeal Diocese of Youngstown. Approximately 30% is government funds, such as the Ashtabula County Department of Job and Family Services, the Ohio Department of Health, U.S. Department of Housing and Urban Development (HUD), and the Ohio Development Services Agency. Locally, funds are received from organizations such as the Ashtabula County Mental Health and Recovery Services Board, Ashtabula County United Way, the Senior Service Levy, the Ashtabula Foundation, and the Conneaut Foundation. Program service fees, where applicable, and donations are also part of the revenue.

The 2021 Organizational Chart is included.

Catholic Charities of Ashtabula County
Draft Organization Chart 2021 - 6.28.21

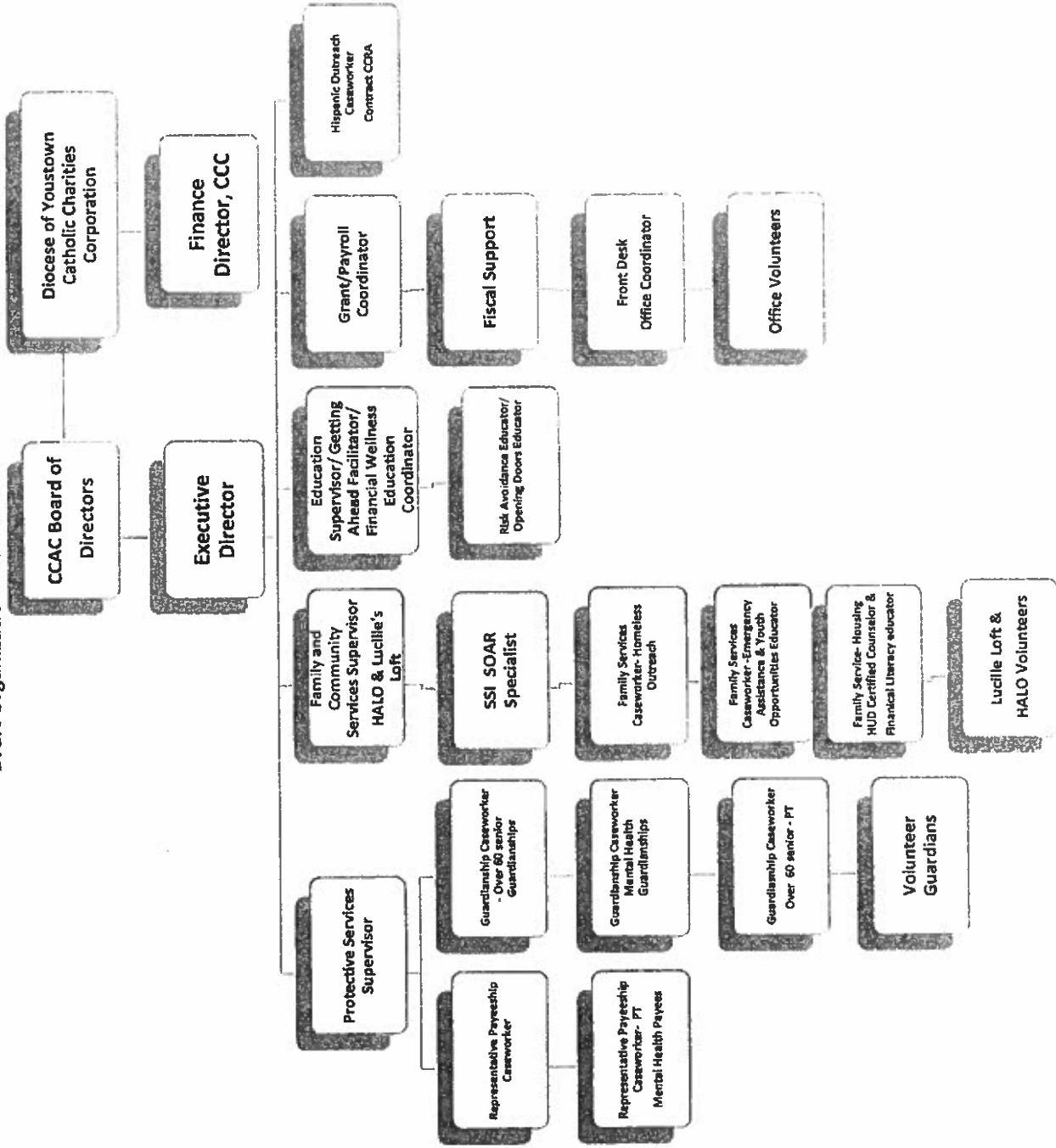


Exhibit II

**Applicant Budget
Summary**

Applicant: Catholic Charities of Ashtabula County - Housing Services - Title XX	
Date From: October 2021	To: September 2022

	Program	XX
I. Staff		
A. Salaries	\$ 35,871.88	\$ 35,871.88
B. Payroll-Related Expenses	\$ 11,039.27	\$ 11,039.27
Total Staff Costs	\$ 46,911.15	\$ 46,911.15
II. Operations		
A. Travel and Short-Term Training	\$ 205.00	\$ 205.00
B. Consumable Supplies	\$ 649.37	\$ 649.37
C. Occupancy Costs	\$ 2,663.93	\$ 2,663.93
D. Contract and Professional Services	\$ 2,134.78	\$ 2,134.78
E. Other - Miscellaneous	\$ 796.86	\$ 796.86
Total Operational Costs	\$ 6,449.94	\$ 6,449.94
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ -	\$ -
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ -	\$ -
Sub- Total of All Costs	\$ 53,361.09	\$ 53,361.09
IV. Minus Other Program Resources	\$ -	\$ -
Total Program Costs	\$ 53,361.09	\$ 53,361.09

Budget Computation

Total Operating Expenses	\$ 53,361.09	\$ 53,361.09
Divided by Total Operating Units	96.00	96.00
= Unit Rate	555.8446875	555.84
Unit Rate	555.84	555.84
X number of units purchased	96.00	96.00
= Total Contract Amount	\$ 53,361.09	\$ 53,361.09

53320-2200

one submitted application

II. A. Travel and Short-Term Training

	Entire Program	XX Project
Mileage Reimbursement rate per mile: \$ -	\$ 30.00	\$ 30.00
Short-Term, Training	\$ 175.00	\$ 175.00
Total Travel and Short-Term Training	\$ 205.00	\$ 205.00

II. B. Consumable Supplies

Type	Program Consumable Supplies	XX Consumable Supplies
Office Supplies	\$ 393.37	\$ 393.37
Cleaning Supplies	\$ -	\$ -
Other (identify) Other Supplies	\$ 9.00	\$ 9.00
Other (identify) Minor Equipment	\$ 247.00	\$ 247.00
Total Consumable Supplies	\$ 649.37	\$ 649.37

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent	\$ 2,495.65	\$ 2,495.65
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage		
Maintenance and Repairs	\$ 25.00	\$ 25.00
Utilities (if not included in rent) must be itemized		
Heat		
Electric		
Water		
Telephone	\$ 123.84	\$ 123.84
Sewer		
Other (identify) Alarm	\$ 19.44	\$ 19.44
Other (identify)		
Total Occupancy Costs	\$ 2,663.93	\$ 2,663.93

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

Identify Each Contract of Service	Entire Program Cost	XX Program Cost
Technology	\$ 573.58	\$ 573.58
Auditor	\$ 541.67	\$ 541.67
Other Contract Service Fees	\$ 1,019.53	\$ 1,019.53
Total Contract & Services Costs	\$ 2,134.78	\$ 2,134.78

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	XX Program Cost
Postage & Shipping	\$ 427.04	\$ 427.04
Advertising & Printing	\$ 10.00	\$ 10.00
Other Technological	\$ 196.35	\$ 196.35
Computer Software Training & Support	\$ 153.47	\$ 153.47
Dues & Other Misc. Expenses	\$ 10.00	\$ 10.00
Total Miscellaneous Costs	\$ 796.86	\$ 796.86

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

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

III. C. Leased and Rented Equipment

Item	Quantity	Amount Entire Program	Amount for XX services
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for XX services
Catholic Charities	\$ 9,681.00	\$ -
Total Other Resources	\$ 9,681.00	\$ -

22-2005

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Catholic Charities of Ashtabula County**
Date: **9/16/2021 2:42:02 PM**

This search produced the following list of **10** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Anew Educational Services	11470 Euclid Ave. #170
Anew Educational Services	11470 Euclid Avenue #170
Education Recruiting Services	4601 E. 5th Avenue
Educational Institute of Learning and Innovation	2935 Lafeuille Avenue
Greater Educational Service Center, Phoenix Village Academy P2	5455 North Marginal Road, Suite 521
Greater Educational Service Center, Phoenix Village Academy S1	5455 North Marginal Road, Suite 521
HOME-Hands on Math/Reading Education	5437 Maple Canyon Avenue
Lawrence County Educational Service Center	304 N. 2nd Street
Third Wave Communications, LLC	PO Box 1355

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between **Ashtabula County Job & Family Services and Catholic Charities of Ashtabula County** 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: 9/14/2021

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 **\$13,340.27**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Catholic Charities of Ashtabula County**.



David Thomas
Ashtabula County Auditor

Date: _____

9/22/21

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 Country Neighbor Program, Inc., located at: 39 South Maple Street, P.O. Box 212, Orwell, Ohio 44076 and whose phone number is: 440-437-6311, (hereinafter referred to as the "Subgrantee") to provide Home Delivered Meals for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Country Neighbor Program, Inc.
- 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 Sub-Grant 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 **October 1, 2021** through **September 30, 2022** 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: **\$ 23,967.40**.
The unit rate is: **\$8.18 per meal** per service code **720-XX**.
- 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/days 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 39 South Maple Street, P.O Box 212, Orwell, OH 44076.**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. **Lobbying:** The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. **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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. **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

9/14/21
Date



Country Neighbor Program, Inc.

9/17/21
Date





9/28/2021
Date



Ashtabula County Board of Commissioners

Exhibit I

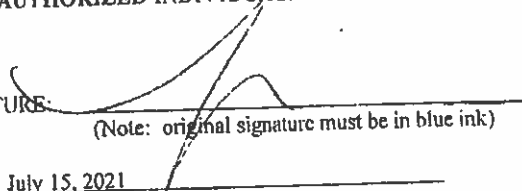
ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Country Neighbor Program, Inc.
ADDRESS: 39 South Maple Street, PO Box 212, Orwell, OH 44076
PHONE: (440)437-6311 FAX: (440)437-1031
SERVICE SITE (if different than above): Same
ADDRESS: _____
PHONE: _____ FAX: _____
FEDERAL TAX I.D. NUMBER: 34-1331627
EXECUTIVE DIRECTOR/DIRECTOR: Barbara Klingensmith
PROGRAM COORDINATOR: Anita Sherman EMAIL: anita.sherman@countryneighbor.org
FISCAL CONTACT: Tina Hansel EMAIL: tina.hansel@countryneighbor.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: Executive Director DATE: July 15, 2021

**HOME DELIVERED MEALS
COUNTRY NEIGHBOR PROGRAM, INC.**

PROGRAM PLANNING AND DEVELOPMENT

A. Program Description and Proposed Service

We continue to see an increase in requests for home delivered meals from individuals over the age of 60 (Senior Levy) and under 60 (Title XX) with serious health conditions. The only funding available to serve the under 60 population for us is Title XX.

Country Neighbor proposes to provide 2,930 hot home delivered meals year for 15 unduplicated individuals throughout the southern 15 townships of Ashtabula County at a unit rate of \$8.18 per meal for a total contract cost of \$23,967.40. The unit rate is approximately a 1% increase over last year due to the rising cost of operations and the need to offer more competitive wages in today's job market.

We propose to use Title XX to serve home delivered meals for income eligible individuals with a verified need under the age of 60. As soon as they become eligible for Ashtabula County Senior Services Levy funded home delivered meals and ACSSL funding permits, we move them off Title XX which enables us to bring on another under 60 individual.

All the meals are home cooked and prepared at our Orwell facility, Monday through Friday. Country Neighbor has six routes which cover the southern three tiers of townships.

Throughout the southern half of Ashtabula County, the only funding source for home delivered meals is the Ashtabula County Senior Services Levy and Title XX.

All meals are packaged in a plastic type tray which is dual oven approved, either microwave or conventional oven. The tray is also freezer safe. It is not hot to the touch unlike the aluminum trays. The lidding is a clear plastic that is heat sealed with a special machine. The participants have expressed a great deal of satisfaction with our delivery system.

The home delivered meal program does more than "just" meet the client's nutritional need. It provides daily contact with individuals who, often times do not have anyone else to check on them. It also provides a warm, friendly smile and conversation in many lonely, isolated lives of our south county neighbors. Over the years, our drivers have found clients who have fallen, suffered a serious illness, or even passed on.

B. Summary of Service

Hot, home delivered meals are delivered throughout the southern 15 townships in Ashtabula County, 5 days per week. All meals are prepared and packaged at the Orwell Country Neighbor, 39 South Maple Street. Upon referral and after completed assessment, clients can usually expect service to begin within 24 to 48 hours.

Country Neighbor Food Service kitchen staff operate in graduated shifts beginning at 6:00 a.m., with the last person ending their day at 3:00 p.m. Drivers begin delivering meals at approximately 9:15 a.m. Office hours for Country Neighbor are 7:00 a.m. to 5:00 p.m.

Country Neighbor proposes to provide a total of 2,930 Title XX meals for 15 unduplicated individuals. Client needs, likes and dislikes are considered when planning the menu. All menus are approved by a licensed dietician. We contract with Ashtabula County Community Action Agency for the dietician. All meals are labeled with production date, ingredient label and "special" meals have the client's name so the driver knows where each meal goes.

Prior to starting services, a complete Service Intake and Assessment tool is completed by the Assessor via face-to-face contact. The Intake Assessment is more in depth and includes name, address, telephone number, date of birth, demographics, financial information, ADL/IADL, service plan, and emergency protocol. All clients will be requested to sign a Release of Information and HIPPA Form. Home delivered meal service will begin within 24 to 48 hours of completed assessment.

Upon assessment, all clients are assigned a priority number based on a point system from a Nutritional Risk Checklist. Copy of Home Delivered Meal Checklist is included in our RFP packet. Priorities range from Level 1 which is of the greatest need to Level 5 which is the lowest priority.

When clients are on a waiting list, the In-Home Services Supervisor tracks by spreadsheet the individual's name, date of assessment, priority level, birth date and township. Clients of greatest need are the first ones off the waiting list. Referrals from Adult Protective are put into service immediately. Country Neighbor staff tries to eliminate a waiting list as soon as a slot becomes available.

Our experience with all In-Home Services is that the health of our participants is more frail with frequent hospitalizations. Sometimes these become extended with rehabilitation stays or institutionalization (long term or short term). Therefore, the units of services in these programs tend to fluctuate.

C. Geographic Service Area

Country Neighbor serves the southernmost 15 townships in Ashtabula County, east to west to include Windsor, Orwell, Colebrook, Wayne, Williamsfield, Andover, Cherry Valley, New Lyme, Rome, Hartsgrove, Trumbull, Morgan, Lenox, Dorset, and Richmond.

D. Gaps in Service

At this time, the only funding source for individuals under the age of 60 in "south county" for home delivered meals is Title XX. Funding limitations create the gap.

E. Limitations in Meeting Conditions of An Agreement

I do not believe that there will be limitations in Country Neighbor meeting the conditions of an agreement.

F. Organizational Structure

Country Neighbor began in 1977 and was incorporated in March of 1981. The mission of the organization is help people remain independent by providing supportive services thus enhancing their quality of life. Country Neighbor provides a wide variety of services to include, but not limited to, homemaker, chore, transportation, home delivered meals, congregate meals, summer meals for children, personal care, prescription assistance, emergency food, rental/utility assistance, socialization, wellness education, and activities.

Our service area consists of the southern most 15 townships in Ashtabula County and the northern most 15 townships in Trumbull County.

The Ashtabula County Food Bank (Country Neighbor) serves 18 emergency food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters throughout Ashtabula County. In 2020, we distributed over 2 million pounds of food to the partner organizations.

The largest funding sources are the Ashtabula County Senior Services Levy, Direction Home of Eastern Ohio, the Trumbull County Senior Services Levy, the Ashtabula County Department of Job & Family Services, and United Way of Ashtabula County.

(An Organizational Chart is attached.)

G. Board of Trustees

Country Neighbor is governed by a thirteen-member Board of Directors who meet one time per month, generally the last Monday of each month.

(Board Roster attached)

H. Job Duties of Project Director

In Home Services Supervisor: Responsible for overall Intake and Assessment duties when clients are referred for home delivered meals, training of staff, the ongoing monitoring of each client, client contact, and quality assurance of the meals. Also, to assist the Executive Director with overall administration of the program in day-to-day operations of the agency.

I. Job Description of Project Personnel

Executive Director: Responsible for the overall implementation, fiscal accountability and administration of the project. She has been with the organization since 1983.

Assistant Director: Directly responsible for human resources, fiscal responsibilities, payroll and financial reporting processes of the program. Also assist the Executive Director with the day-to-day operations of the program.

Administrative Assistant/Bookkeeper: Assist with human resources, fiscal responsibilities, payroll and financial reporting. This position supports the Executive Assistant.

Receptionist: Perform all clerical responsibilities, answers telephone, directs clients, and filing of records of central filing system.

Back up Receptionist/Data Support: Covers the desk and telephone when the receptionist is not available. Responsible for the daily clerical responsibilities of the home delivered meals program, such as data collection/entry into the data base, run daily delivery sheets for drivers, review of daily service delivery sheets

Assessor: Responsible for the initial assessments and ongoing reassessment process.

Facility Maintenance: Responsible for cleaning and maintenance of kitchen and facility.

Home Delivered Meal Drivers: Responsible for the daily delivery of meals to clients' homes. Training in meal service and delivery is required.

Food Service Supervisor: Her responsibilities include but are not limited to, assisting with menu planning, supply ordering, meal preparation, safety/proper food handling procedures, inventory control, and assist with quality assurance.

Food Service Assistants: Assist the Food Service Manager with the daily preparation of meals.

Exhibit II

**Applicant Budget
Summary**

Applicant: Country Neighbor Program, Inc.	
Date From: October 1, 2021	To: September 30, 2022

	Program	Title XX
I. Staff		
A. Salaries	\$ 138,717.00	\$ 9,645.00
B. Payroll-Related Expenses	\$ 15,207.00	\$ 1,078.00
Total Staff Costs	\$ 153,924.00	\$ 10,723.00
II. Operations		
A. Travel and Short-Term Training	\$ 1,700.00	\$ 250.00
B. Consumable Supplies	\$ 101,880.00	\$ 9,120.00
C. Occupancy Costs	\$ 8,153.00	\$ 1,303.00
D. Contract and Professional Services	\$ 10,985.00	\$ 1,135.00
E. Other - Miscellaneous	\$ 9,461.40	\$ 1,436.40
Total Operational Costs	\$ 132,179.40	\$ 13,244.40
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ 500.00	\$ -
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ 500.00	\$ -
Sub- Total of All Costs	\$ 286,603.40	\$ 23,967.40
IV. Minus Other Program Resources	\$ 7,000.00	\$ -
Total Program Costs	\$ 279,603.40	\$ 23,967.40

Budget Computation

Total Operating Expenses	\$ 279,603.40	\$ 23,967.40
Divided by Total Operating Units	34,518.00	2,930.00
= Unit Rate	\$8.10	8.18

Unit Rate	\$ 8.10	\$ 8.18
X number of units purchased	34,518.00	2,930.00
= Total Contract Amount	\$ 279,603.40	\$ 23,967.40

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Entire Program	Title XX Project
Mileage Reimbursement rate per mile: .56 per mile	\$ 1,400.00	\$ 200.00
Short-Term, Training	\$ 300.00	\$ 50.00
Total Travel and Short-Term Training	\$ 1,700.00	\$ 250.00

II. B. Consumable Supplies

Type	Program Consumable Supplies	Title XX Consumable Supplies
Office Supplies	\$ 1,285.00	\$ 145.00
Cleaning Supplies	\$ 145.00	\$ 25.00
Other (Fuel)	\$ 10,450.00	\$ 1,200.00
Other (Food/Nonfood)	\$ 90,000.00	\$ 7,750.00
Total Consumable Supplies	\$ 101,880.00	\$ 9,120.00

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent	\$ 1,800.00	\$ 300.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage		
Maintenance and Repairs	\$ 300.00	\$ 50.00
Utilities (if not included in rent) must be itemized		
Heat	\$ 1,020.00	\$ 120.00
Electric	\$ 2,820.00	\$ 420.00
Water	\$ 725.00	\$ 125.00
Telephone	\$ 828.00	\$ 228.00
Sewer	\$ -	\$ -
Other (Garbage)	\$ 660.00	\$ 60.00
Other (identify)		
Total Occupancy Costs	\$ 8,153.00	\$ 1,303.00

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

Identify Each Contract of Service	Entire Program Cost	Title XX Program Cost
Audit	\$ 1,600.00	\$ 100.00
D & O Insurance	\$ 600.00	\$ 100.00
Employee Testing	\$ 300.00	\$ 50.00
Liability Insurance	\$ 1,150.00	\$ 150.00
Vehicle Insurance	\$ 3,850.00	\$ 350.00
Technology & Software Maintenance	\$ 3,360.00	\$ 360.00
Contract Labor/Dietician	\$ 125.00	\$ 25.00
Total Contract & Services Costs	\$ 10,985.00	\$ 1,135.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	Title XX Program Cost
Licenses	\$ 325.00	\$ 50.00
Advertising	\$ 175.00	\$ 25.00
Dues & Subscriptions	\$ 100.00	\$ 25.00
Vehicle Maintenance & Repair	\$ 7,500.00	\$ 1,000.00
Equipment Maintenance & Repair	\$ 1,250.00	\$ 250.00
Miscellaneous Expense	\$ 111.40	\$ 86.40
Total Miscellaneous Costs	\$ 9,461.40	\$ 1,436.40

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

Item	Quantity	Amount Entire Program	Amount for Title XX
Delivery Bags (Hot)	6	\$ 200.00	\$ -
Delivery Bags (Cold)	5	\$ 200.00	\$ -
Additional Packaging Equipment		\$ 100.00	\$ -
Total Small Equipment Purchases		\$ 500.00	\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount Entire Program	Amount for Title XX
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for Title XX
Donations	\$ 6,750.00	\$ -
Rebates	\$ 250.00	\$ -
Total Other Resources	\$ 7,000.00	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Country Neighbor Program, Inc**
Date: **9/16/2021 4:14:50 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lawrence County Educational Service Center	304 N. 2nd Street
Lawrence County Schools Council of Governments	304 N. 2nd Street
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

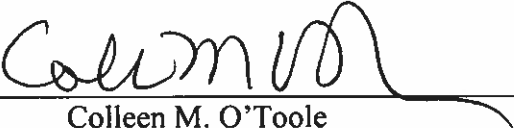
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between **Ashtabula County Job & Family Services** and **Country Neighbor Program, Inc.** 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: 9/14/2021

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 **\$5,991.85**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Country Neighbor Program, Inc.**



David Thomas
Ashtabula County Auditor

Date: _____

9/22/21

Title XX Sub-Grant Agreement

This Sub-Grant Agreement is entered into on the 1st day of October 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 Lake Area Recovery Center, located at: 2801 "C" Court, Ashtabula, Ohio 44004 and whose phone number is: 440-998-0722, (hereinafter referred to as the "Subgrantee") to provide Residential Treatment Services for individuals determined eligible for Title XX Services.

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#93.667, Federal Social Services Title XX Base Funds.

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 Lake Area Recovery 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 Sub-Grant 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 **October 1, 2021** through **September 30, 2022** 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: **\$4,497.00.**

The unit rate is: **\$190.03 per day** per service code **702-XX.**
- 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/days 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 Subgrant 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. Subgrantee 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 subgrant 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, Subgrantee must ensure that it has an audit with a scope as provided in OMB Uniform Guidance, that covers funds received under this agreement. Subgrantee 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 Sub-Grant 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: 2801 "C" Court, Ashtabula, OH 44004.**
- 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 subgrant to another entity shall be made by means of a subgrant agreement which requires the entity awarded the county subgrant 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. **Lobbying:** The Subgrantee certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
5. **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 sub-grant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
6. **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.
- D. 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.
- E. 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.

F. 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.

G. 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

9/14/21

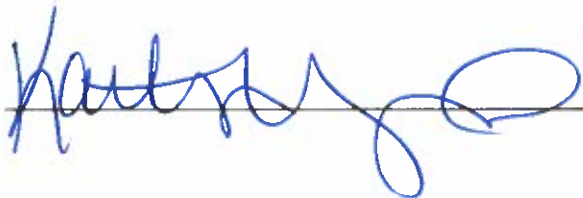
Date





Lake Area Recovery Center

9/15/21

Date







Ashtabula County Board of Commissioners

9/28/2021

Date

Exhibit I


ATTACHMENT A
TITLE XX SOCIAL SERVICES
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Lake Area Recovery Center
ADDRESS: 2801 C Court Ashtabula Ohio 44004
PHONE: (440) 998-0722 FAX: (440) 992-1699
SERVICE SITE (if different than above): Turning Point
ADDRESS: 2711 Donahoe Drive Ashtabula Ohio 44004
PHONE: (440) 998-0722 FAX: (440) 992-1699
FEDERAL TAX I.D. NUMBER: 34-6608640
EXECUTIVE DIRECTOR/DIRECTOR: Michael Murphy
PROGRAM COORDINATOR: Kevin Ellis EMAIL: Kevin@lakearearecovery.org
FISCAL CONTACT: Joy Treun EMAIL: jtrenn@lakearearecovery.org

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Michael Murphy SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: Executive Director DATE: 7.9.21

Attachment B

A. Program Description and Proposed Service

Program Description and proposed service

The Lake Area Recovery Center is a private not for profit corporation. Our purpose is to promote public understanding of compulsive and addictive behaviors and disorders, including, but not limited to, alcoholism, drug abuse and other addictions; to support remedial action for the prevention of compulsive and addictive behaviors and disorders by means of community leadership, appropriate legislation and education; to provide rehabilitation and other services.

The Service

Turning Point is operated by the Lake Area Recovery Center and is designed to meet the treatment needs of the chronically chemically dependent. The facility accommodates twenty-eight residents, fourteen of which are for 3.5 Level of Care for men, for a planned length of stay of two to four months and fourteen of which are for a lower 3.1 Level of Care for men which allows these men to maintain jobs. This program is most appropriate for individuals who need a highly structured environment to maintain abstinence while developing a chemical-free lifestyle. Many have been incarcerated for drug related offenses and/or have not been successful in less intense levels of treatment.

Turning Point works effectively with multiple needs clients, those with special needs in addition to chemical dependency including dually disordered, diabetic, or physically challenged residents.

This project is designed to serve income eligible Ashtabula County males. As they are in the late stages of addiction they are typically unable to provide financial or emotional support to their children. Our goal is reunification with their children and the ability to work and support their dependent children upon successful completion of treatment.

B. Summary of Service

LARC will provide 23,668 days of residential treatment. We estimate that this will serve portions of treatment for approximately 2 men. Once these funds are depleted, other methods of funding will be used.

C. Geographic Service Areas

This project will serve income eligible residents of Ashtabula County.

D. Gaps in Services

Gaps in services encompasses both unmet needs and unmet demand for treatment. Not all those who need treatment attempt to access it. Need is defined as physical and behavioral indicators e.g. frequency and quantity of substance use, diagnoses etc... Demand is defined by those that actually sought treatment, were admitted, turned away or placed on a waiting list. While the gap in services in terms of need is even greater than the treatment gap in terms of demand, both are considerable and result in losses to Ashtabula County both in terms of dollars and lives. These funds are essential for the treatment and recovery for men in Ashtabula County and with these funds we will be able to provide much needed treatment for them, so that they can live active pro-social lives.

E. Limitations in meeting conditions of contract.

There are no known limitations in providing the units proposed.

F. Organizational Structure

See attached Organizational Chart

G. Board of Trustees

See attached Board Roster

H. Job duties of Project Director

The Residential Director will serve as Project Director. See attached job Description

I. Job description of Project Personnel

See attached job descriptions of Residential (Turning Point) positions.

LAKE AREA RECOVERY CENTER

7/1/19

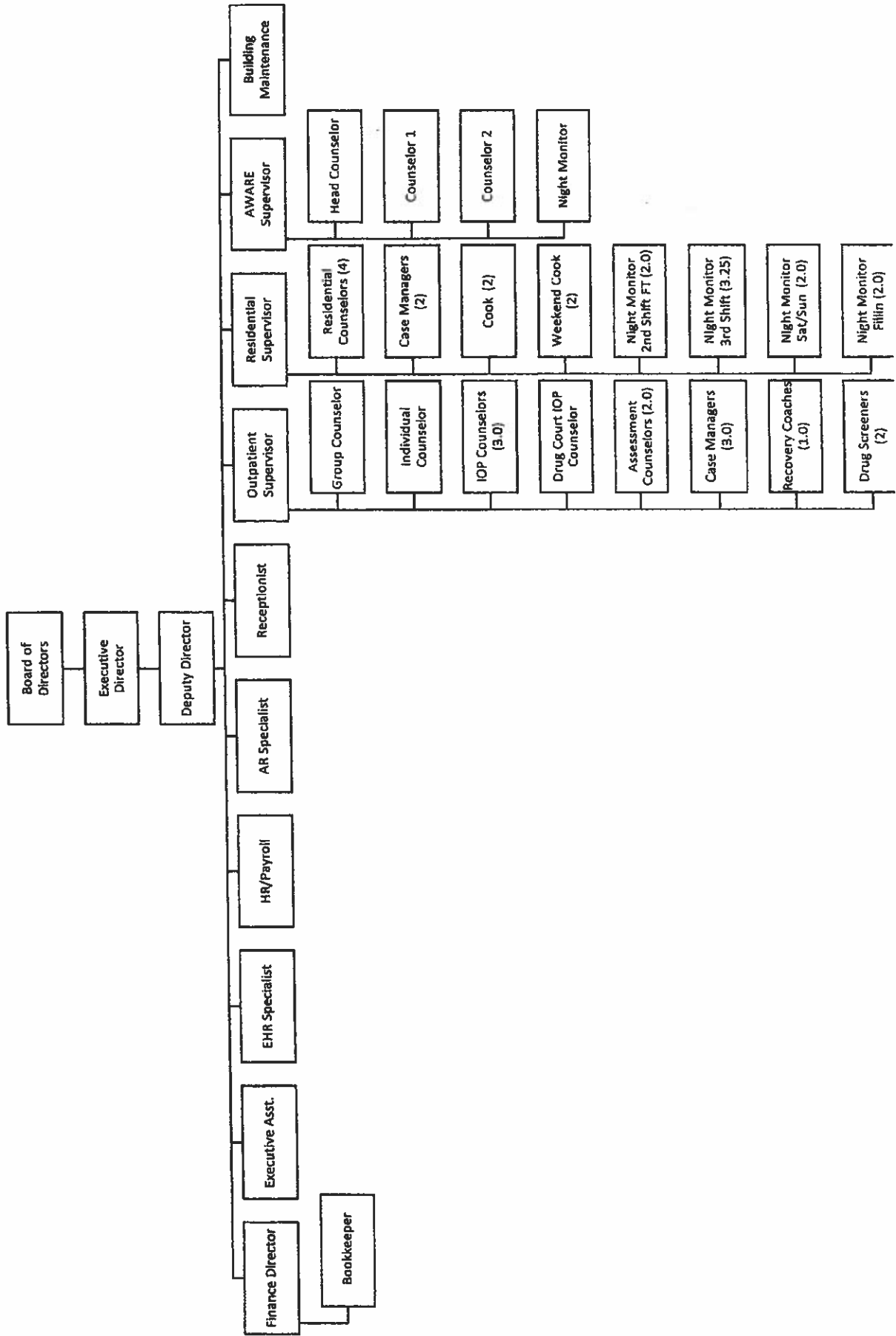


Exhibit II

**Applicant Budget
Summary**

Applicant:	
Date From:	To:

	Program	Title XX
I. Staff		
A. Salaries	\$ 418,924.00	\$ 2,769.00
B. Payroll-Related Expenses	\$ 120,055.00	\$ 828.00
Total Staff Costs	\$ 538,979.00	\$ 3,597.00
II. Operations		
A. Travel and Short-Term Training	\$ -	\$ -
B. Consumable Supplies	\$ 11,475.00	\$ 76.00
C. Occupancy Costs	\$ -	\$ -
D. Contract and Professional Services	\$ 13,350.00	\$ 88.00
E. Other - Miscellaneous	\$ 116,500.00	\$ 736.00
Total Operational Costs	\$ 141,325.00	\$ 900.00
III. Equipment		
A. Equipment Depreciation	\$ -	\$ -
B. Small Equipment Purchases	\$ -	\$ -
C. Leased and Rented Equipment	\$ -	\$ -
Total Equipment Costs	\$ -	\$ -
Sub- Total of All Costs	\$ 680,304.00	\$ 4,497.00
IV. Minus Other Program Resources	\$ 675,807.00	\$ -
Total Program Costs	\$ 4,497.00	\$ 4,497.00

Budget Computation

Total Operating Expenses	\$ 4,497.00	\$ 4,497.00
Divided by Total Operating Units	23.67	23.67
= Unit Rate	190.0274667	190.0274667
Unit Rate	\$ 190.03	\$ 190.03
X number of units purchased	23.67	23.67
= Total Contract Amount	\$ 4,497.00	\$ 4,497.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

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

II. B. Consumable Supplies

Type	Program Consumable Supplies	Title XX Consumable Supplies
Office Supplies		
Cleaning Supplies	\$ 11,475.00	\$ 76.00
Other (identify)		
Other (identify)		
Total Consumable Supplies	\$ 11,475.00	\$ 76.00

II. C. Occupancy Costs

	Entire Program	Title XX Program
Rent		
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	\$ -	\$ -

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

Identify Each Contract of Service	Entire Program Cost	Title XX Program Cost
Residential Physician	\$ 12,000.00	\$ 79.00
Dietician	\$ 1,350.00	\$ 9.00
Total Contract & Services Costs	\$ 13,350.00	\$ 88.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Entire Program Cost	Title XX Program Cost
Laundry	\$ 24,000.00	\$ 159.00
Client Transportation	\$ 6,000.00	\$ 40.00
TP Operating	\$ 6,500.00	\$ 43.00
Food	\$ 80,000.00	\$ 494.00
Total Miscellaneous Costs	\$ 116,500.00	\$ 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
Total Leased and Rented Equipment		\$ -	\$ -

IV. Other Program Resources

Source	Amount Entire Program	Amount for Title XX
Ashtabula County MHRS Board	\$ 25,000.00	
Food Stamps	\$ 17,500.00	
Ohio Medicaid	\$ 633,307.00	
Total Other Resources	\$ 675,807.00	\$ -



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Lake Area Recovery Center**
Date: **9/16/2021 2:01:21 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Lake, Tina	328 Wilkshire Drive

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

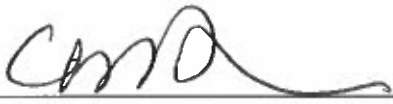
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

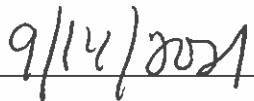
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and Lake Area Recovery Center 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 **\$1,124.25**, and free from any previous encumbrances.

Agreement Title: A **Title XX Sub-Grant Agreement** between **Ashtabula County Job & Family Services** and **Lake Area Recovery Center**.



David Thomas
Ashtabula County Auditor

Date: 9/24/21