

RESOLUTION ORDERING PUBLICATION AND PROPOSALS FOR TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) FUNDING FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM FOR 2021, ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACJFS)

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job and Family Services, has submitted a request to the Board to issue a Request for Proposal for the TANF Summer Youth Employment Program for 2021; and

WHEREAS, because the above request is estimated to be in excess of \$50,000.00, it is necessary to advertise for proposals as required by Ohio Revised Code, Section 307.862; and

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that proposals will be received on or before the 12th day of April, 2021 at 10:00 a.m. in the offices of the Ashtabula County Commissioners and the Clerk of the Board is hereby ordered to advertise in a newspaper of general circulation, via the internet at the Ashtabula County website, <http://www.ashtabulacounty.us> and to post notice of said proposal on the bulletin board as required by law.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-113

March 23, 2021

**RESOLUTION ORDERING REQUEST FOR PROPOSAL FOR TANF SUMMER
YOUTH EMPLOYMENT PROGRAM FOR 2021, ACDJFS**

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

VOTE:

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

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

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



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

Request for Proposals (RFP)

For

TANF Summer Youth Employment Program

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)**

**2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

March 26, 2021

ACJFS RFP #1-21

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2021 TANF Summer Youth Employment Program

I. INTRODUCTION:

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, announces the availability of Temporary Assistance for Needy Families (TANF) funding to support a TANF Summer Youth Employment Program for 2021. This funding will enable successful applicants to establish programs that allow low income TANF eligible youth to gain valuable work experience while earning a paycheck to help meet basic needs.

Terms

1. The term “Applicant” as used in this RFP refers to the individual or entity submitting a proposal.
2. The term “Program” as used in this RFP refers to the service(s) the applicant is proposing to provide.
3. The term “Agreement” as used in this RFP refers to either a contract or sub-grant agreement award. “ODJFS” refers to the Ohio Department of Job & Family Services.
4. The term “Provider” as used in this RFP refers to an “Applicant” who is selected to receive a contract or subgrant agreement as a result of this RFP process.

ACJFS reserves the right to award agreements to multiple applicants to develop a comprehensive Summer Youth Employment Program.

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Program and Funding Details:

ACJFS will determine eligibility and refer participants to the Provider(s). The Provider(s) is responsible for developing safe and supervised job sites appropriate for the referred youth. The Provider(s) is responsible for all activities related to the youth’s employment including but not limited to: enrollment with the employer; transportation to and from worksite; time, attendance and record keeping; payroll and related functions.

TANF Purpose

The TANF Summer Youth Employment Program meets the first two purposes of TANF:

1. To provide assistance to needy families so that the children may be cared for in their homes or the homes of relatives.
2. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.

Funding

A total of \$ 450,000.00 in funding is available for the 2021 TANF Summer Youth Employment Program.

Length of operation

This program will operate from May 1, 2021 to September 30, 2021. The actual commencement date of the program to be determined by ACJFS once the RFP process is concluded and any or all agreements awarded.

ACJFS reserves the right to suspend or terminate the program for Ashtabula County.

Limits for Wage Subsidies

Wages for the TANF Summer Youth Employment Program are capped at \$10.00 per hour for this allocation. Performance bonuses or lump sum payments are not allowed.

Further, a county agency may not pay the youth directly because the funds are wage subsidies, which the HHS has defined as payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training. A county agency paying the youth directly, rather than reimbursing the employers, who would pay wages to the youth, would too closely resemble payments for cash assistance and engagement in work activities.

OHIOMEANSJOBS.COM – New Requirement

All youth participating in the TANF Summer Youth Employment Program must be registered on the OhioMeansJobs website. Upon registration in OhioMeansJobs.com, youth will be issued a virtual backpack in which they can store

documents, career plans, assessments, a career profile, and other information from their career exploration and job searches. From the virtual backpack, the youth will have access to many career exploration and planning tools. Some of these tools are listed below:

Resume – OhioMeansJobs.com has tools that will allow youth to either upload an existing resume, utilize a resume builder and the ability to have their resume rated with results that will assist them to enhance their resume.

Training Center – OhioMeansJobs.com has hundreds of assessments and soft skill tools to help youth obtain a career. All of their activities will be saved and recorded within their virtual backpack for easy access and tracking.

Career Planning – This tool can help you assist youth in exploring different careers and learn what skills and training might be needed as well as what type of salary they can expect to earn.

In-Demand Jobs – OhioMeansJobs.com has information on Ohio’s in-demand jobs, which offer good pay and a promising future. The site includes details on the education/training needed, number of openings each year, wages, and growth for in-demand jobs as well as other jobs.

Career Profile – This tool can assist you in helping youth identify which jobs match their interests best.

Occupation search – This tool can help you assist youth in finding helpful information about different jobs like the training/education required, salary range, number of openings each year, skills needed, and personality traits needed along with a video.

School search – This tool can help you assist youth to search for training and/or university programs available as well as save any programs found to the youth’s virtual backpack.

Employment Program search – This tool can help you assist youth in finding funding programs they may qualify for to cover the cost of any training and education they need.

Job search – OhioMeansJobs.com has filters from location, job type (FT, PT, and Internship), salary, etc.

Budget Calculator/Target Salary – This tool can help youth estimate their expenses and decide what salary they need to cover their expenses.

The youth will be able to access the tools necessary for participation by going to www.ohiomeansjobs.com

Allowable Costs

Allowable costs under this program include:

1. Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
2. Payments to Providers to operate the program;
3. Recruitment and development of employers for the program;
4. Other ancillary services which are offered by the employer to the summer youth employment participants, including:
 - Work related items such as uniforms, tools, licenses or certifications;
 - Case management activities related to the program; and
 - Job coaches and mentors.
5. Worker compensation expenses;
6. FICA;
7. Direct supervision and training costs; and
8. Transportation costs to and from the work site.

The cost of health insurance for youth may not be charged against this allocation; however, the cost of health insurance for staff employed by a Provider to operate the program can be charged against this allocation.

Unemployment Compensation

ORC 4141.01(B)(3)(a) and OAC 4141-05-05 state that services must be provided for a nonprofit organization, the state or its instrumentalities to be excluded for unemployment purposes. Therefore, wages paid to youth in a work-relief or work-training program by a for-profit organization are covered wages and must be reported, and contributions paid, for those individuals in the work-relief or work-training programs. In addition, the wages paid to these individuals may be used in determining an unemployment claim.

The key decision point is determining who “is the employer of record”. For unemployment purposes, the employer of record is the entity that has direction and control over the participating individuals in the TANF Summer Youth Employment Program or more simply put; hires and/or would dismiss any individual whose performance was unsatisfactory. The next key point is determining if the employer of record is a non-profit or governmental entity. Here are

some examples that should guide your agency in determining whether or not the wages paid to the youth are covered for unemployment compensation purposes:

- If the employer of record is a “For Profit” entity, then the services performed by and wages paid to the youth would be covered for unemployment and reported to ODJFS.
- If the employer of record is a “Not for Profit” entity, then the services performed by and wages paid to the youth would be excluded for unemployment and should not be reported to ODJFS.
- If the employer of record is a “Governmental or Public” entity, then the services performed by and wages paid to the youth would be excluded for unemployment and should not be reported to ODJFS.

Reporting Tools

The reporting tool is online and may be accessed at <https://syep.jfs.ohio.gov/> Reports will be due into the reporting tool by the 10th of each month. Instructions on using and accessing the tool will be emailed to the participating counties at a later date.

All information shall be in the reporting tool within thirty (30) days from the youth leaving the program.

Employer Evaluation

Employers will be responsible for completing an evaluation of the youth.

Certificates of Completion

Providers are required to issue a certificate of completion to the participating youth who completed the summer youth program. The design of the certificate will be left up to the Provider. The certificate shall contain, at a minimum, the following items:

1. The name of the program (TANF Summer Youth Employment Program);
2. The name of the youth;
3. The dates of participation;
4. The name of the employer; and
5. Funding for this program was provided by the Ohio Department of Job and Family Services.

Those leaving the program before completion will not be eligible for a certificate.

Additional Requirements

Be aware that all child labor laws and regulations do apply. An overview of child labor requirements can be referenced at <http://www.dol.gov/dol/topic/youthlabor/>.

Participant Eligibility and Referrals:

ACJFS will determine eligibility and refer participants to the Provider(s). ACJFS will contract with service providers to provide the programs. A copy of the current PRC Plan will be provided to the service provider:

This Summer Youth Employment Program shall only serve persons from a TANF-eligible family. The types of persons that may be served are:

- Youth age 14-18, enrolled in secondary school, as long as the youth is in a needy family and in school.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.

Family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

Foster Care: Youth in a foster care setting age 14 to 18 years of age if they are a full-time student in a secondary school may be served under the TANF Summer Youth Employment Program. The United States Department of Health and Human Services (HHS), Administration for Children and Families (ACF) has provided guidance respective to the Youth Employment Program.

This guidance is only applicable to the TANF Summer Youth Employment Program and no other TANF or PRC program.

Eligibility for the program will be determined exclusively by ACJFS. The date of the application will be the date ACJFS receives the application. ACJFS will issue a notice of approval or denial as detailed in the PRC Plan to all applicants.

- The United States Department of Health and Human Services, Administration for Children and Families (ACF) has provided guidance respective to the Summer Youth Employment Program.

II. RFP SCHEDULE AND SUBMISSION INFORMATION:

RFP Schedule

RFP Release	Date: 03/26/21
Question Period Begins	Date: 03/26/21
Pre-Proposal Conference	Date: 04/06/21 10:00 a.m.
Question Period Ends	Date: 04/06/21 4:30 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 04/12/21 10:00 a.m.
Agreement Effective Date	Date: 05/01/21

Pre-Proposal

A pre-proposal conference will be held on **04/06/21 10:00 a.m.** via conference call, further details will follow upon request of the Proposal packet.

Contact Person

All proposal process questions must be sent via email or fax. Contact information:

ATTN: Alissa Drees, Fiscal Officer
Email: ALISSA.DREES@jfs.ohio.gov
Fax: 440-998-1538

Proposal Delivery

Mail or deliver one (1) master copy and two (2) duplicates (three total) of the entire written proposal in a sealed envelope and in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The envelope containing the proposal must be received no later than **10:00 a.m.** on **04/12/21** and clearly marked with the RFP number: **ACJFS RFP #1-21**

III. PROVIDER REQUIREMENTS:

Applicant Requirements and Compliances

Applicants shall understand, agree, and comply with the following sections:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees.
6. Applicants must comply with the Drug Free Work Place Act

IV. PROPOSAL SPECIFICATIONS & FORMAT:

Proposal Information

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 209.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12 point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and two (2) copies, must be in a sealed envelope. Each section 1-4 will be clearly identified with cover pages

provided (Attachment C), and if possible identification on each page explaining to which section it belongs. Only information that is specifically requested in the RFP should be included.

The proposal must be organized in the following format:

Proposal Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "Master" or "Copy".

Proposal Checklist (Attachment E) ~ Must be submitted with "Master" copy only. **If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.**

Section 1 ~ Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the Applicant's organization.

Section 2 ~ Required Documents

Applicants shall submit the following with their proposal: (Individual cover pages are provided for each item and must be included with the proposal, preceding and identifying each required document).

A. Financial Statement Requirement: (with Master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve- month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional and Operating Licenses
- F. Documents used for monitoring Goals and Outcomes
- G. Employee Training Program Description
- H. Affidavit of Delinquent Personal Property Tax ORC 5719.042 (Form is provided)
- I. Affidavit of Non-Collusion (Form is provided)
- J. Non-Discrimination Agreement O.R.C. 153.59 (Form is provided)
- K. Representation, Assurances, and Certifications document (Form is provided)

Section 3 ~ Program Planning and Development:

The Program Planning and Development section must include.

A. Program description:

1. Applicants shall include a narrative that describes in detail their proposed service or program, their objectives, and how their service or program will contribute to the needs of TANF eligible participants. The narrative must clearly demonstrate that services can be delivered efficiently.

2. Explain the need for the proposed program in Applicant's service area and provide supporting evidence (How will this program benefit the Applicant's service area?).
3. Experience of Applicant in administering the proposed service.
4. Provide statistics about your program's past performance and the projected number of clients to be served.
5. Applicants must provide a description as well as supporting documentation of their monitoring and evaluation system. Describe how the Applicant measures their program or services' effectiveness and/or successes
6. Days and hours program is available.
7. Provide source and amounts of any Federal, State or local funding received for provision of the proposed services within the past five (5) years and the unit rate applicable to each funding source.

B. Organizational Structure:

State the history of the Applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.

C. Provider/Staff Qualifications:

1. An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.
2. Provide a description of your organization's employee training requirements.

When completing sections 2 and 3, if an Applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

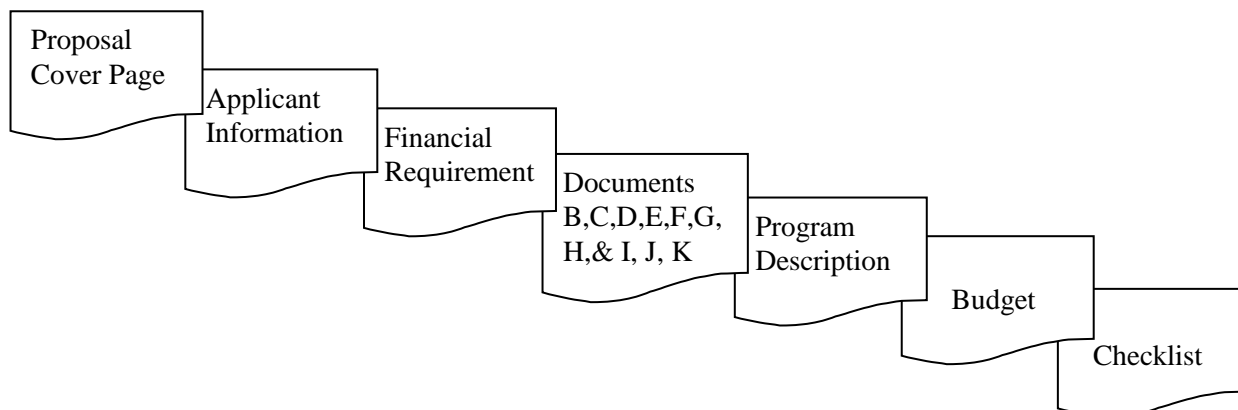
Section 4 – Program Budget for each proposed service (Attachment B):

An electronic copy of the budget in EXCEL & Word format is available upon request.

All Applicants are required to complete a budget which establishes the unit rate(s) for the proposed services. The unit rate is the cost of a unit of service. The unit rate shall include all costs associated with program including administrative, training and record documentation. Any and all anticipated costs related to implementation of the service should be include in the budget and reflected in the unit rate. The cost of the program is a key factor in the evaluation of the proposal. ACJFS may negotiate the terms of the unit and rate if necessary.

Proposal Checklist - (Provided) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Proposal organization example:



V. EVALUATION AND SELECTION PROCESS:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements and mandatory conditions specified in the RFP. Proposals which adhere to the minimum requirements will be deemed “Qualified”. Those which do not, will be deemed “Non-Qualified”. “Qualified” proposals will then be reviewed in Stage 2.

Stage 1 Review:

“Qualified” proposals in response to the RFP must meet the following requirements:

1. Timely Submission – The proposal is received at the address designated in the RFP by 4-12-2021. and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
2. Completeness of Submission – proposal submission must include:
 - a. Required number of copies: Four (4); 1 master and 3 copies
 - b. RFP Cover Page
 - c. RFP Checklist (Attachment E)
 - d. Section 1: Applicant Information Page (Attachment A)
 - e. Section 2: Required Documents A, B, C, D, E, F, G, H, I, J, K (using cover pages Attachment C)
 - f. Section 3: Program Planning & Development
 - g. Section 4: Applicant Budget (Attachment B)

Failure to meet these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect, or variation if the irregularity, defect, or variation is considered by ACJFS to be immaterial or inconsequential. In such cases, the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect, or variation, or provide additional information if requested; or ACJFS may elect to waive the deficiency and accept the application.

Stage 2 Review:

All “Qualified” proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

1. Attendance at pre-proposal conference.
2. Information from Program Planning and Development (RFP Section 3):
 - A. Applicant’s program description shows understanding of the services proposed and provides a detailed description of how the service will be fulfilled.
 - B. Proposal thoroughly identified the service area and its need.
 - C. Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - D. Statistics provided support the need for the proposed service.
 - E. Days and hours services is available.
 - F. Organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
3. Cost of service from program budget (RFP Section 4). The budget must effectively define the unit rate. The budget is inclusive of only necessary cost associated with the program.
4. Past performance will be taken into consideration in the evaluation of proposals.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Acceptance and Rejection of Proposals:

ACJFS reserves the right to:

- Reject any or all proposals, or any part thereof, without cause;

- Select a proposal received on the basis of individual items, or on the entire list of items;
- Not award an agreement through this RFP process based on the quality of the proposals submitted;
- Not select any Applicant should ACJFS decide not to proceed;
- Waive any informality in the proposals.

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded an agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Ashtabula County Board of Commissioners reserve the right to reject any proposal in which the Applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to , the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Ashtabula County Board of Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Ashtabula County Board of Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Ashtabula County Board of Commissioners develops, would not be in the best interest of the county;

(c) ACJFS and the Ashtabula County Board of Commissioners may conduct discussions with Providers who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by “Qualified” Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

Caveat:

ACJFS is under no obligation to award a contract/sub-grant agreement as a result of this RFP. ACJFS reserves the right to not select any Applicant should ACJFS decide not to proceed.

IV. AWARD OF CONTRACT/SUBGRANT AGREEMENT:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant’s proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant’s proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Term:

The term of the agreement shall be one (1) year with a tentative effective date of May 1, 2021.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance and Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period.

See Attachment D - Sample Agreement for minimum contract requirements for all ACJFS providers.

Confidentiality and Security:

The Applicant agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Applicant and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures and media releases on the services provided under any agreement will clearly state that the services are funded by the Ashtabula County Job & Family Services. Applicants assume responsibility for the development and cost associated with these items.

Applicable Laws and Rules:

Providers shall understand, agree with and comply with the following:

1. American's with Disabilities Act of 1990.
2. Occupational Safety and Health Act of 1970.
3. Equal Employment Opportunity Act.
4. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00 Service Providers shall understand, agree and comply with the following:

5. Clean Air Act, as amended, 42 USC §§ AA 7401 *et seq.*
6. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
7. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.

Patent or Copyright Liabilities:

The Applicant will protect, defend and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and the Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Applicant will pay all resulting cost, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Applicant in writing of all claim has occurred, or is likely to occur, ACJFS agrees to permit the Applicant, at Applicant's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Attachment A

Applicant Information

ATTACHMENT A
TANF PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: _____

EXECUTIVE DIRECTOR/DIRECTOR: _____

PROGRAM COORDINATOR: _____ EMAIL: _____

FISCAL CONTACT: _____ EMAIL: _____

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: _____ SIGNATURE: _____
(Note: original signature must be in blue ink)

TITLE: _____ DATE: _____

Attachment B Provider Budget

Attachment B
PROVIDER BUDGET
 Summary Sheet

Provider:	Project:
Date From:	To:

**2021 TANF Summer Youth Employment Program
 Provider Budget**

Participant Costs	
Youth wages	
Payroll Costs	
Transportation	
Clothing Allowance	
Tool Allowance	
Training	
	\$ -
Total Participant Costs	
Staff Costs	
Wages - Identify each staff position	

SS/PERS/STRS/SERS	
Medicare	
Worker's Compensation	
Unemployment Insurance	
Hospitalization	
Retirement Expenses	
Travel / Mileage	
Rent	
Utilities	
Supplies	
	\$ -
Total Staff Costs	
	\$ -
Total Program Costs	

Attachment C

Cover Pages

Forms:

Affidavit of Delinquent Personal Property Tax

Affidavit of Non-Collusion

Non-Discrimination Agreement

Representations, Assurances, and Certification

Section 1
Applicant Information
Attachment A

Section 2
Required Documents

Section 2 (A)
Financial Statement Requirement

Section 2 (B)
Articles of Incorporation

Section 2 (C)
Other Required Insurance

Section 2 (D)
Equal Employment Opportunity
Affirmative Action Plan

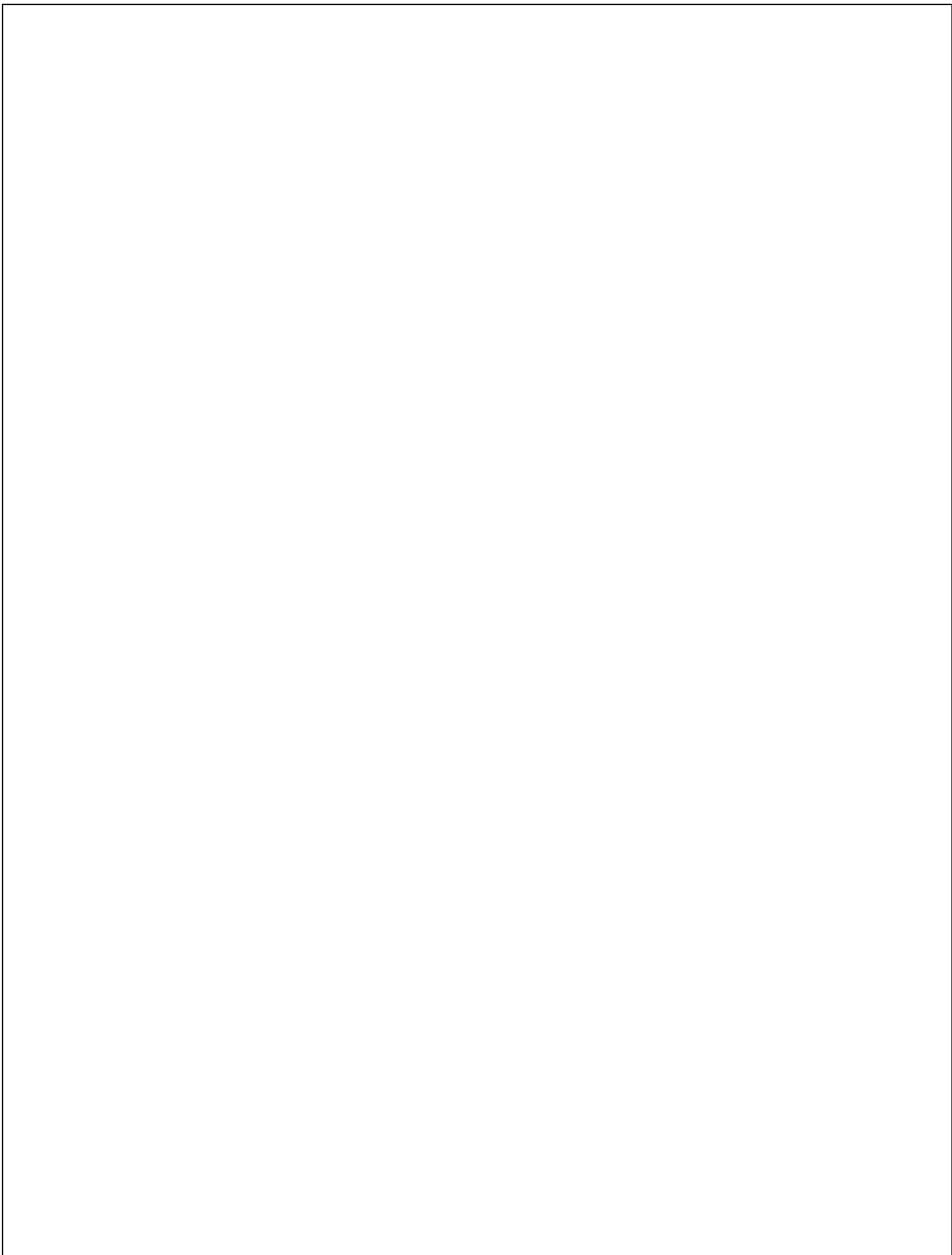
Section 2 (E)
Professional and/or Operating Licenses

Section 2 (F)
Documents Used For Monitoring

Section 2 (G)
Employee Training Program Description

Section 2 (H)
Affidavit of Delinquent Personal Property Tax ORC 5719.042

Section 2 (I)
Affidavit of Non-Collusion



Section 3
Program Planning and Development

Section 4
Applicant Budget
Attachment B

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(This Affidavit Must be Executed for the Proposal to be Considered)

STATE OF OHIO)
)ss.
COUNTY OF _____)

I, _____, _____,
(Name of party signing affidavit) (Title)

having affirmed under oath that at the time of the RFP for **TANF Programs** for the Ashtabula County Job & Family Services, to be opened on 4-12-21, which Proposal was

submitted on _____, delinquent personal property
(Date)

taxes in the amount of \$ _____ (_____ Dollars)
were due and unpaid to the County of Ashtabula, including interest in the amount of

\$ _____ (_____ Dollars)
and penalties in the amount of

\$ _____ (_____ Dollars).

This document when given to the County Auditor shall satisfy the requirements of ORC 5719.042.

(Name of Individual Company)

(Taxes Filed Under the Name of)

(Signature)

(Complete Address)

(Telephone)

Sworn to and subscribed before me this _____ day of _____,

SEAL

NOTARY PUBLIC

My Commission Expires _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the Proposal to be considered)

STATE OF OHIO)
) ss.
COUNTY OF _____)

I, _____ being first duly sworn,
deposes and says that s/he is the _____ or authorized
representative of _____

or is the party submitting this Proposal; that such is genuine and not collusive or sham; that said Applicant has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Applicant or person, to submit a sham Proposal, or refrain from submitting; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or any other Applicant; to fix the Proposal price of affiant or any other Applicant; to fix any overhead, profit or cost element of said Proposal price, or of that of any other Applicant; to secure any advantage against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said Proposal are true, and that, such Applicant has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any other potential Applicant. Further, Affiant affirms that no county employee has any financial interest in this Applicant or the Proposal being submitted.

Affiant

Title

SWORN to before me and subscribed in my presence this _____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)

My commission expires:

_____, 20_____.

**NON-DISCRIMINATION AGREEMENT
(O.R.C. 153.59)**

That _____ in the performance of the public contract agrees to abide by the provisions of Ohio Revised Code Section 153.59 as follows:

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

(Name/President of Corporation)

(Secretary of Corporation)

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

- b. Company Name: _____
- c. Company Address: _____
- d. Telephone Number: _____ FAX: _____
- e. The name and telephone number of the person(s) who has the authority to submit Proposal:

- f. The name and telephone number of the person(s) who has the authority to sign contracts:

- g. The legal status of the Applicant's organization _____
- h. Date of establishment/incorporation: _____
- i. Federal Employer Identification Number (FEIN): _____
- j. Is the Company co-owned or controlled by a parent company? ___ Yes ___ No
If yes, name of parent company: _____
- k. Is the Applicant authorized/licensed to do business in the state of Ohio? ___ Yes ___ No
- l. Is the Applicant bound by Federal, State, or local Affirmative Action
or Equal Employment Opportunity rules? ___ Yes ___ No
If yes, has the company filed all required EEO reports to
the necessary agencies? ___ Yes ___ No
- m. The Applicant certifies that it is not debarred nor suspended under
Federal and State rulings from receiving federal funds. ___ Yes ___ No
- n. Does the company have current or future plans for a buyout or sale?
_____ Yes _____ No
- o. The Applicant certifies that it will not enter into contracts with
subcontractors who are debarred or suspended from such

transactions to complete work related to this RFP.

Yes No

The Applicant certifies it is a drug-free work place.

Yes No

p. The Applicant certifies it is not delinquent on any Federal debt.

Yes No

Attachment D

Sample Agreement

TANF Services Sub-Grant Agreement

This Subgrant Agreement is entered into on the 1st day of May 2021 between Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as the "Grantor") and _____, located at: _____ and whose phone number is: _____ (hereinafter referred to as the "Subgrantee") to provide _____ TANF services to individuals determined eligible for these services.

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

RECITALS:

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

DEFINITIONS:

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

- A. "Grantor" means Ashtabula County Job & Family Services.
- B. "Subgrantee" means _____.
- 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 SUBGRANT/SUBGRANT DUTIES:

The purpose of the Subgrant and this Subgrant 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 Subgrant Agreement.

ARTICLE II ~ RESPONSIBILITIES OF GRANTOR:

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement and Federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant 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 Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Financial reporting requirements as are necessary for the county to meet its operational needs and obligations to ODJFS and the federal government.
- C. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to Grantor, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- F. Perform those responsibilities as defined in Exhibit I, attached hereto.

- G. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Ge Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under and program or activity for which the program applicant receives Federal financial assistance from FNS.
- H. Required to have the most recent version of the AD-475A and/or AD-475B “And Justice for ALL” poster posted.

ARTICLE IV ~ EFFECTIVE DATE OF THE SUBGRANT:

- A. This Subgrant Agreement will be in effect from May 1, 2021 through September 30, 2021 unless this Sub Grant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both Grantor and Subgrantee that this Subgrant 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 Subgrant 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 Subgrant 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 subgrant agreement is in the total amount of: \$ _____.

The unit rate is: _____.

- 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. Sub-grantee 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:

- Subgrant 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 Subgrant Agreement, this Subgrant 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, Sub-grantee 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 Sub-grantee under federal, state and local laws, including but not limited to:

1. Standards for financial management systems: Sub-grantee and its sub-grantee(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 Subgrant Agreement and for the term specified in Article IV of this Subgrant 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 Subgrant 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 Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1, as applicable.
- E. Sub-grantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI ~ RECORDS:

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

ARTICLE VII ~ AUDITS OF SUBGRANTEE:

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

- B. Subgrantee will take prompt action to correct problems identified in an audit.

ARTICLE VIII ~ SUSPENSION AND TERMINATION, BREACH AND DEFAULT:

- A. This Subgrant 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 Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by Grantee affecting the operation of the Subgrant Agreement.

- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant 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 Subgrant 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 Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.

- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant 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 Subgrant 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 Subgrant activities and includes details of all Subgrant 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 Subgrant 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 Subgrant 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 Subgrant 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 Subgrant Agreement will be sent to **Executive Director of Subgrantee at:**_____.
- 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 Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI ~ ADDENDUM:

Grantor may elect to provide information concerning this Subgrant Agreement in an addendum hereto. Any addenda to this Subgrant 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 ~ SUBGRANTS:

- A. Subgrantee must perform all duties contemplated by this Subgrant Agreement. None of Subgrantee's duties or actions pursuant to this Subgrant Agreement may be subcontracted, nor shall this Subgrant Agreement be assigned, or any sub-awards made by Subgrantee, without the prior express written authorization of Grantor.
 1. Any subgrants 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. Monitoring: Subgrantee must manage and monitor the routine operations of subgrant supported activities, including each project, program, subgrant, and function supported by Subgrantee's subgrant, to ensure compliance with all applicable federal and state requirements, including 2CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state and local laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Subgrant Agreement and as a pass-through entity of any awards of subgrants 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 Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant 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 Subgrant Agreement impossible.
- C. Nothing in this Subgrant 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 Subgrant 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 Subgrant Agreement.

SIGNATURES:

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

05/01/2021
Date

Executive Director of Agency

Date

Date

Ashtabula County Board of Commissioners

Attachment E Checklist

RFP Proposal Checklist

The purpose of this form is to guide the provider with the organization of the proposal and ensure that all required proposal information is included, thereby expediting its review and processing. Please submit this form with the master copy of your proposal.

Provider Name:	
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Proposal Delivery	Included (✓)
RFP Delivered in a sealed envelope	
RFP #, provider name and address clearly marked on outside of envelope	
Required # of copies – 1 master and 3 copies	

Proposal Cover Page	
Must include the provider's name, the RFP title and number. Identification of proposals as either a "master" or "copy".	

*Please be sure that the following documents include a cover page.	Cover Page	Document
Provider Information Page:		
Attachment A (original signature in blue ink)		

Required Documents	(section 2)	
A. Financial Statement Requirement		
B. Articles of Incorporation		
C. Proof of Liability Insurance/other required insurance		
D. EEO/Affirmative Action		
E. Professional or Operating Licenses		
F. Monitoring documents		

G. Employee Training description		
H. Affidavit of Delinquent Personal Property Tax O.R.C.5719.042		
I. Affidavit of Non-Collusion		
J. Non-Discrimination Agreement O.R.C. 153.59		
K. Representation, Assurances, and Certifications document		
Program Planning & Development (section 3)		
Program Description		
Organizational Structure		
Provider/Staff Qualifications		
Provider Budget (section 4)		
Program Budget		