

NOTICE: Department may change clauses, add additional clauses, or remove clauses during the contract or negotiation process. Additionally, clauses may be added dependent upon the funding stream, contract agreement type and legal requirements.

Subgrant Agreement Template

Recitals;

This Subgrant Agreement (“Agreement”) is entered into between the Clark County Department of Job and Family Services (“Grantor”) by and through the Clark County Board of County Commissioners and the [ENTER VENDOR NAME] (“Subgrantee”).

This Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (“ODJFS”) and is not for research or development purposes. The grant award is under the authority of

AL Title and Number:	TANF 93.558
Award Name:	Temporary Assistance for Needy Families
TANF Purpose:	The provide assistance to needy families so that children can be cared for in their own home.
Name of Federal Agency:	U.S. Department of Health and Human Services
Authorizing Legislation:	Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. ARTICLE I – PURPOSE OF THIS SUBGRANT/SUBGRANT DUTIES

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

II. ARTICLE II – RESPONSIBILITY OF GRANTOR

Grantor agrees to:

- a. Provide funding to Subgrantee in accordance with this Agreement and Federal, State and Local laws.

- b. Monitor Subgrantee and 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.

III. ARTICLE III - RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- a. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, and restrictions of Federal, State and Local laws, as well as the federal terms and conditions of the grant award.
- b. Subgrantee shall provide a monthly invoice to Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by Department and shall include supporting documentation such as: list of participants served, a soft service report included as Appendix VII, and the completed line-item report included as Appendix III. Subgrantee shall follow the Sample Invoice included as Appendix V. Failure to submit an invoice within this timeframe may result in payment delay or non-payment of an invoice due to restrictions on available funds.
- c. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control findings, 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, Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

- f. Subgrantee will not use (nor has not used) federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
- g. All services delivered under Subgrant Agreement will be provided in accordance with Grantor's Prevention and Retention and Contingency (PRC) Policy. If similar direct services to participants are provided from other resources, only those costs resulting from PRC-eligible participation will be reimbursed through Subgrant Agreement.
- h. Services will not be provided through Subgrant Agreement to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
- i. No employee designated in a quote or proposal as "key personnel" or any employee identified as critical to the success of the project can be removed without reasonable notice to Grantor, and replacements will not be made without Grantor approval.
- j. Grantor approval is required when hiring personnel that would have been designated as "key personnel" or critical to the success of the project in a quote or proposal.
- k. Subgrantee agrees to determine initial eligibility and re-determine eligibility annually for all direct-service program participants in accordance with Clark County's PRC plan.
 - i. Subgrantee will have all participants complete a PRC application for each participant that will receive services.
 - ii. Subgrantee will complete income eligibility for all participants and verify that the gross monthly income of all Assistant Group (AG) members must be equal to or less than 200% of the current Federal Poverty Guidelines. A signed, written self-declaration of income meets the verification requirement.
 - iii. Subgrantee will provide a copy of the rights and responsibilities form from the PRC application to the applicant and keep a copy of the form in the applicant's PRC file.
 - iv. Subgrantee will have all applicants complete a voter registration/declination form at the time of application. A copy of this completed form will be kept in the applicant's PRC file.
 - v. Subgrantee will verify all information supplied on the application as follows:

1. Subgrantee will request that applicant provide documentation of residency. This documentation can be a state ID, photo ID, utility bills, lease, mortgage, or voter registration that lists a Clark County address. A copy of this documentation will be kept in the applicant's PRC file.
2. Subgrantee will request that applicant provide documentation of citizenship or Qualified Alien status. This documentation can be a social security number, social security card, verification of an application for a social security number, permanent resident card, birth certificate, or baptismal certificate. Copies of this documentation will be kept in applicant's PRC file.
3. Applicant's AG consists of a minor child; a pregnant individual with no other children; or a non-custodial parent currently cooperating with child support.
4. Applicant has provided documentation of AG.

vi. Subgrantee will approve or deny all PRC applications within 30 days of completion. Subgrantee will provide applicants with the Notice of Approval/Denial form. A copy of this form will be kept in the applicant's PRC file.

vii. Subgrantee will have all participants reapply for indirect services annually.

- I. Prior to the commencement of Contract, Contractor shall submit a written request to Department for approval of the use of any subcontractor who will perform work under Contract. The request must include the subcontractor's name, address, and phone number, and a statement of the work to be performed by that subcontractor. Contractor agrees not to permit any subcontractor to begin work under Contract, and that no substitutions will be made, without prior written approval. Contractor further agrees not to grant any unapproved subcontractor access to any Department or Clark County facility, equipment, client, or client records.

With respect to any subcontractor and any other person or entity Contractor will use to do work under Contract, Contractor shall have an ongoing duty to notify Department of any known or suspected quality or safety issues, criminal activity, or violations of state or federal law, whether occurring in the past, present, or foreseeable future. Contractor shall use good faith, reasonable efforts to resolve any such issues to Department satisfaction. Department, in its sole discretion, may deny or revoke approval of any subcontractor, the use of which could adversely affect the quality or safety of the work, create a risk of harm to persons or property, or result in liability or loss of funds for Board, including, but not limited to, liability under state or federal law.

Contractor's failure to comply with any of the obligations of this section shall be deemed a material breach of contract. In the event of such breach, Department shall provide notice of the breach and may immediately withhold any further payments due and terminate Contract without liability for any such payments. In lieu of termination, Department may, at its option, choose to withhold any further payments due until Contractor complies with the obligations of this section. Nothing in Contract shall be construed as giving Department the right to direct or control the work of Contractor or its employees, agents, or subcontractors. Contractor agrees to indemnify and hold Board and Department harmless from liability for any costs or expenses arising out of Contractor's breach of contract or a subcontract, or the acts or omissions of Contractor, its employees, agents, and subcontractors, including, but not limited to, any payments or damages resulting from any claim, demand, or suit against Board, whether actual or threatened. *(needed if using a subcontractor – can be removed if none used)*

- m. Subgrantee will submit monthly Soft Services reports, found as Appendix due within 30 days of the end of each month, categorizing expenditures by type and numbers served. It will also submit on a timely basis any other reports required by Grantor. *(needed if PRC/TANF funds used)*
- n. Subgrantee will submit quarterly reports, found as Appendix VI, due within 30 days of the end of each quarter, showing progress towards achieving the deliverables and outcomes which are specified in Appendix I, attached. The due dates are October 30, 2022, January 30, 2023, April 30, 2023, July 30, 2023, October 30, 2023, January 30, 2024, April 30, 2024, and July 30, 2024.

IV. ARTICLE IV - EFFECTIVE DATE OF THE SUBGRANT

- a. This Agreement will be in effect from [COMMENCEMENT DATE] through [TERMINATION DATE] unless this 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 Agreement will not be valid and enforceable until passed by resolution of the Clark County Board of Commissioners and also the Clark County Auditor certifies pursuant to Section 5705.41 (D) of the Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing 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 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.

V. ARTICLE V - AMOUNT OF GRANT AND PAYMENT METHOD

- a. This Agreement is in the total amount of [INSERT AMOUNT] dollars (\$_____.00), not to exceed [INSERT AMOUNT] (\$_____.00) per year. All funds remaining at the end of the first year will be liquidated and will not be added to the budget for the second year unless amended by Grantor. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of (\$_____.00).
- b. Payment shall be made on a direct cost reimbursement basis. Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures. Subgrantee shall act in good faith and make reasonable efforts to maintain documentation supporting all contract expenses and to avoid exceeding the amounts listed in the budget line items. If necessary, to accomplish the purpose of the Subgrant, one or more of Subgrantee's expenses may exceed the amounts listed in the budget line items, provided that Subgrantee shall not exceed any line item by more than 10%. If Subgrantee determines that any such expense might exceed the budget line item by more than 10%, Subgrantee must obtain written approval from Grantor prior to incurring the expense.

IF UNIT COST:

Payment shall be made on a unit cost, fee for service, reimbursement basis. The unit cost represents a true measure of the actual cost of providing the contracted number of units of service. Unit cost subgrantees may be asked to reconcile revenue against the total actual expenditures and reimburse Grantor for over-budgeted expenses on a yearly basis.

- c. Payment will be made to the Grantee by the Grantor through ACH payments issued by the Clark County Auditor's office.
- d. 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 Clark County Board of County Commissioners. If, at anytime, 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 Clark County Board of County Commissioners fails at any time to continue funding Grantor for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of Grantor or Clark County.

- e. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, 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 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 1. Fiscal and accounting procedures;
 2. Accounting records;
 3. Internal control over cash, real and personal property, and other assets,
 4. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 5. Source documentations; and
 6. Cash management.
 - ii. Period of Availability of Funds: Pursuant to 45 CFR 74.28 and 45 CFR 92.23, 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 Agreement and for the term specified in Article IV of this Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 - iii. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, 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.
 - iv. Program Income: Program income must be used and accounted for as specified in 45 CFR 92.25
 - v. Real Property: If Subgrantee is authorized to use Subgrant funds for acquisition of real property, title, use and disposition of real property will be governed by the provisions of 45 CFR 92.31.
 - vi. 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 45 CFR 92.32, as applicable.
 - vii. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

VI. 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:
 - i. Services provided to program participants;
 - ii. Administrative cost of services provided to program participants;
 - iii. Charges made and payments received for items identified in paragraphs (B) (1) and (2) of this Article; and
 - iv. Cost of operating the organizations, agencies, programs, activities, and functions;
 - v. Subgrantee and its subgrantee(s) must maintain all records relevant to the administration of this subgrant. Subgrantee must maintain all required records applicable to the Subgrant Agreement for a minimum of three years after an audit is conducted and all pending matters are closed. In addition, this requirement shall apply to all subcontracts relating to Subgrant Agreement. Subgrantee is required to maintain ALL records. Subgrantee shall not destroy records whatsoever. Following Subgrant Agreement period, Subgrantee shall promptly provide any requested records to the Department for audit or other purposes. Department will notify subcontractor when records are no longer of administrative value to Department.
- c. Subgrantee is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the subgrant agreement and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

VII. ARTICLE VII - AUDITS OF SUBGRANTEE

- a. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §_.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at 1345 Lagonda Ave., Springfield, Ohio 45503 ATTN: Contract Development; within two (2) weeks of Subgrantee's receipt of any such audit report.

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

VIII. ARTICLE VIII - SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- a. This Agreement may be terminated in accordance with any of the following:
 - i. 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.

 - ii. Either party may terminate after giving ninety (90) 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 91st day following the receipt of the notice by the other party.

 - iii. Grantor may immediately terminate this Agreement if there is a loss of federal or state funds, a disapproval of the Agreement by ODJFS, or illegal conduct by Subgrantee affecting the operation of the Agreement

- b. Notwithstanding the provisions of ARTICLE VIII, Section a, Grantor may suspend or terminate this 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 Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

- i. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
- ii. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
- iii. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
- iv. Withhold further awards for the Subgrant activity; or
- v. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

vi. 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 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.

vii. Upon breach or default by Grantee of any of the provisions, obligations, or duties embodied in this 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 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.

IX. ARTICLE IX - NOTICES

- a. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Agreement will be sent to 1345 Lagonda Ave., P.O. Box 967A, Springfield, Ohio 45501 ATTN: Contract Development. Notices to Grantor from Subgrantee that concern this award will be sent to the 1345 Lagonda Ave., P.O. Box 967A, Springfield, Ohio 45501 ATTN: Contract Development.
- b. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Agreement will be sent to **[INSERT VENDOR ADDRESS HERE]**.
- c. All notices in accordance with section A of this Article VIII 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 via email (Clark_Contract_Development@jfs.ohio.gov) and certified mail.

X. ARTICLE X - AMENDMENT

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

XI. ARTICLE XI - ADDENDUM

The following Appendix documents are attached to this Agreement and are incorporated herein by reference under this Article:

- a. Appendix I: Subgrantee's Modified Program Scope, and Deliverables and Outcomes
- b. Appendix II: Subgrantee's Original Program Scope, and Deliverables and Outcomes
- c. Appendix III: Submittals A1-A3
- d. Appendix IV: Line-Item Budget
- e. Appendix V: Sample Invoice
- f. Appendix VI: Quarterly Report
- g. Appendix VII: Soft Services Report
- h. Appendix VIII: Affidavit in Compliance with ORC Section 3517.13
- i. Appendix IX: Non-Collusion Affidavit
- j. Appendix X: Bidder's Personal Property Tax Statement
- k. Appendix XI: Insurance

XII. ARTICLE XII - SUBGRANTS

- a. Subgrantee must perform all duties contemplated by this Agreement. None of Subgrantee's duties or actions pursuant to this Agreement may be subcontracted, nor shall this Agreement be assigned, or any subawards made by Subgrantee, without the prior express written authorization of Grantor.
 - i. Any subgrants made by Subgrantee to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and will impose upon any subgrantee(s) the requirements of 45 CFR Part 74 and 45 CFR Part 92, 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.
 - ii. Debarment and Suspension: As provided in 45 CFR 74.13 and 45 CFR 92.35, 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.
 - iii. 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, 45 CFR 92.36 and 45 CFR 74.40 through 45 CFR 74.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - iv. 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 requirements, including 45 CFR 92.40. 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.
 - v. Duties as Pass-through Entity: Subgrantee must perform those functions required under federal, state and local laws as a subrecipient of Subgrantee under this Agreement and as a pass-through entity of any awards of subgrants to other entities.

XIII. ARTICLE XIII - INSURANCE REQUIREMENTS

Subgrantee shall present current certificates prior to commencement of Subgrant Agreement, and shall maintain during the term of Subgrant Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f. ***To be added if professional liability or error and omissions insurance is applicable to Contract:*** Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.
- g. ***To be added if contract deals with children:*** Liability coverage for abuse and molestation in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

Subgrantee's failure to maintain current insurance certificates at any time during the duration of Subgrant Agreement shall be deemed a breach of Subgrant Agreement. In the event of such breach, Grantor shall have the right to withhold any further payment(s) due to Subgrantee and to terminate Subgrant Agreement immediately without liability for any such payment(s).

In lieu of termination, Grantor may, at its option, choose to withhold any further payment(s) due to Subgrantee until Subgrantee presents current certificates. In the event that Subgrantee fails to present current certificates to Board's satisfaction, Grantor may, through its contracting authority, exercise its right to terminate Subgrant Agreement in accordance with the above paragraph.

XIV. ARTICLE XIV - INDEMNIFICATION

- a. Subgrantee understands and agrees that it is an independent contractor and agrees to indemnify and hold Clark County Board of County Commissioners, Grantor, and State harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of Subgrantee.
- b. Subgrantee shall indemnify and hold Clark County Board of County Commissioners, Grantor, and State harmless from liability of any and all claims, demands, or suits, actual or threatened, arising from incidents occurring at Subgrantee's premises or while child(ren) are in the care and control of Subgrantee, and from damages or payments, including, but not limited to, costs and expenses for attorney's fees.
- c. Subgrantee shall assume full responsibility for and shall indemnify Grantor, Clark County Board of County Commissioners, and State for any damage to or loss of any Board, Grantor, or State property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Subgrantee or any employee, agent or representative of Subgrantee.

XV. ARTICLE XV – NONDISCRIMINATION

Subgrantee agrees to the following:

- a. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. Subgrantee will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin, according to federal law.
- b. It will, in all solicitation or advertisements for employees placed by or on behalf of Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin, according to federal law.
- c. 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 Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (4 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 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 any program or activity for which the program applicant receives Federal financial assistance from FNS.

- d. Will comply with the posting of the December 2015 version of the AD-475B "And Justice for All" poster.
- e. In the hiring of employees for the performance of work under Subgrant Agreement or any subcontract, no subgrantee or subcontractor, by reason of race, color, religion, sex, sexual orientation, age, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which Subgrant Agreement relates.
- f. No subgrantee, subcontractor, or person acting on behalf of any subgrantee or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under Subgrant Agreement on account of race, color, religion, sex, sexual orientation, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
- g. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
- h. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Subgrantee further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

XVI. ARTICLE XVI - MISCELLANEOUS PROVISIONS

- a. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this 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 Agreement impossible.
- b. Nothing in this 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, federal or local law. Nothing in this 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. For purposes of chapter 145 of the Ohio Revised Code, if Subgrantee is an entity engaged in business and Subgrantee has five or more employees, any individual employed by Subgrantee who provides personal services to Grantor is not a public employee for the purposes of OPERS.
- d. Subgrantee agrees that services will not be provided through this Agreement to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
- e. Subgrantee agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 when applicable.
- f. Subgrantee covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with The Clark County Board of County Commissioners, Grantor, or projects or programs funded by either party, has any personal financial interest, direct or indirect, in this Subgrant Agreement. Subgrantee further covenants that in the performance of Subgrant Agreement, no person having such conflicting interest shall knowingly be employed by Subgrantee. Any such interest, on the part of Subgrantee or its employees, when known, must be disclosed in writing to the Grantor.
- g. Subgrantee understands and agrees that the level of services, activities and expenditures by Subgrantee, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. Subgrantee shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period. The federal funds disbursed as a result of this Agreement shall not be used as match to any other federal funding stream unless prior written approval is obtained by Subgrantee from Grantor.
- h. Claims made to Grantor for payment for services to eligible individuals do not duplicate claims made by Subgrantee to other sources of public funds for the same service. The services being contracted for are not available on a non-reimbursable basis.
- i. All reports, brochures, literature and pamphlets developed through Contract will acknowledge Department and its role as the funding source for activities and programs of Contractor. (Or, if

Workforce Development Contract ... , as well as through Contractor's partnership with the OhioMeansJobs Clark County.)

- j. It will submit to Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act. *(for Non-Profit Organizations Only)*
- k. No staff or volunteer shall be permitted to provide direct services under Contract without passing an FBI and BCI background check, at Contractor's expense. *(If a child welfare contract or a contract dealing directly with children)*
- l. Per the Code of Federal Regulations (CFR), [2 CFR section 200.313\(e\)](#) and [200.41](#), all fixed assets purchased with funds provided through Contract or any other restricted funding sources remain the property of Board. Upon termination of Contract/Subgrant, vendor may be asked to return equipment and other fixed assets purchased with federal funds to Board or Department.
- m. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Contractor further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
- n. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
- o. It shall comply with the provisions of the Clark County Concealed Carry Policy.
- p. It shall report any suspected child abuse to Family & Children Services.
- q. It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit.

(PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW)

XVII. ARTICLE XVII - SIGNATURES

The abovementioned appendices and Agreement shall be considered as the binding document between Grantor and Grantee. By signing this Agreement, Subgrantee certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

THE CLARK COUNTY DEPARTMENT
OF JOB & FAMILY SERVICES

Virginia K. Martycz, Ph.D.

Director

Date

Date

CLARK COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

By: _____
Beau Thompson
For Daniel P. Driscoll

Date

THE BOARD OF COUNTY
COMMISSIONERS OF CLARK COUNTY

Jennifer M. Hutchinson
County Administrator

Date

Resolution No. _____