

**EMERGENCY RENTAL ASSISTANCE ACT  
SUBAWARD AGREEMENT**

**Between**

**COUNTY OF SUMMIT**

**And**

**AKRON SUMMIT COMMUNITY ACTION INC.**

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This Subaward Agreement is entered into on this First day of January, 2024 by and between County of Summit, (“County”), having its principal place of business located at 175 South Main Street, Akron, OH 44308, and **Akron Summit Community Action, Inc.** having its principal place of business located at **55 E Mill St, Akron, OH 44308** and whose unique entity identifier is **Unique Entity ID (SAM) RLJSB7MW7HW3** (“Subrecipient”).

**Definitions**

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

“Subrecipient” is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. To receive a subrecipient designation, the subrecipient must be performing tasks or deliverables that adhere to the work as identified in the subaward. See 2 CFR 200.331(a).

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

“Federal, state, and local laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administration Code (OAC) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by Summit County Council. Federal, state and local laws also include any Governor’s Executive Orders to the extent that they apply to counties. The term “federal, state and local laws” includes federal state and local laws as listed in this paragraph and existing on the effective date of this Subaward Agreement as well as those federal, state, and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subaward Agreement.

“Emergency Rental Assistance Act (ERA)” means section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and is a Federal program to assist families to remain in stable housing because a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and c. the household has a household income at or below 80 percent of area median income.

## **Article I Purpose**

WHEREAS, pursuant to 2 CFR 200.320(c)(3), Noncompetitive procurement was utilized due to the emergency presented by the Coronavirus pandemic causing the County to be required to distribute funds under a compressed time frame. The County identified residents of Summit County that meet the guidelines to receive aid from the ERA. The Subrecipient was engaged by the County to provide payment disbursement services and Subrecipient desires to provide the service. The County was authorized by County Council Resolution No. 2024-034 to enter into this Subaward Agreement with the Subrecipient.

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

## **Article II Contracting Authority**

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

## **Article III Deliverables**

- A. Subject to the terms and conditions set forth in this Subaward Agreement, County agrees to fund and Subrecipient agrees to administer and manage payments to landlords on behalf of ERA participants deemed eligible by the County Department of Community and Economic Development under guidance established in the ERA.
- B. Subrecipient agrees to make payments on behalf of ERA participants during the term of this Subaward Agreement and in accordance with the Act.
- C. *Eligibility for Services.* The County Department of Community and Economic Development will determine participant eligibility for services. Subrecipient will be aware

of all ERA and County eligibility requirements and will assist the County in maintaining participant payment documentation and produce reporting information, in accordance with the requirements of 2 CFR 200 et seq and the County's award agreement.

- D. *Referral Procedures.* From a pool of applications that were received by Subrecipient in August 2023, the County will qualify the applicant for participation in the program. The County will then provide data to the Subrecipient via Store House regarding qualified individuals for whom rental assistance payments must be made and the amount of the payment. Subrecipient will issue payments to landlords on behalf of those individuals in accordance with this agreement.
- E. *Monitoring and Tracking.* The County is a recipient of SLFRF funds which are being utilized to fund this subrecipient agreement. As such, SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for passthrough entities. Compliance and reporting requirements for use of SLFRF funds are set forth in the Compliance and Reporting Guidance SLFRF version 5.4 dated December 14, 2023 (<http://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>). The Subrecipient will assist the County with monitoring and tracking pursuant to that Guidance.
- F. *Monitoring and Evaluation.* The effectiveness of the Subrecipient's services shall be measured by its success in assisting the County to expend ERA 2 dollars prior to the deadline for making such expenditures as set forth in section IV(A) below in accordance with the terms and conditions of the County's federal award and any and all compliance requirements as set forth in section (E) above.
- G. The County reserves the right to renegotiate the Deliverables and the outcome expectations with Subrecipient at any time during the term of this Subaward Agreement. During the term of this Subaward Agreement, Subrecipient shall submit any proposed changes that affect the delivery of services in writing to the attention of County's Department of Finance and Budget for consideration and internal distribution.
- H. Subrecipient is responsible to notify County in writing when any personnel changes occur that affect the delivery of the services purchased under this Subaward Agreement. This information shall be sent to the attention of County's Department of Community and Economic Development.

## **Article IV**

### **Contract Period**

- A. *Term.* This Subaward Agreement shall be in effect from **January 1, 2024, through July 31, 2024** subject to the termination/cancellation provisions set forth below in Article X.
- B. *County Certification.* The Parties understand that this Subaward Agreement will not be valid and enforceable until funds are certified by the County.

## Article V Compensation and Billing

- A. *Compensation.* The County of Summit shall pay for services a sum not to exceed Five hundred thousand dollars (\$500,000.00) for Subrecipient to utilize to make payments to program participants. Subrecipient shall not be entitled to an administrative fee or expenses for its work to distribute rental assistance funds under this agreement.

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

**Federal Award Project Description:** Emergency Rental Assistance Reallocation

**Name of Federal Awarding Agency:** U.S. Department of the Treasury

**Federal Assistance Listing Number (ALN):** 21.023 Emergency Rental Assistance Program

**Federal Award Identification Number (FAIN):** ERA0248

**Federal Award Date of Award to the Recipient by the Federal Agency:** Not available at this time

**Is the Award Research and Development:** No

**Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 75.414):** \_\_\_\_\_

- B. *Drawing of Funds.* The County will disburse 50% (\$250,000) of the funds provided under this Subaward Agreement to the Subrecipient upon execution of this Agreement. Additional amounts will be disbursed to the Subrecipient based on approved applications for assistance as determined by the County Department of Community and Economic Development. Any funds held by the Subrecipient at the conclusion of the contract period that have not been approved by the County for disbursement on behalf of applicants shall be transferred by the Subrecipient to the County.
- C. Subrecipient shall be responsible for purchasing at its own cost and expense all equipment and materials necessary for Subrecipient to execute its duties identified in this Subaward Agreement.

## Article VI Reports and Records

- A. *Maintain and Provide.* Subrecipient shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this Subaward Agreement in accordance with acceptable professional practice and appropriate accounting procedures. County or any of its duly authorized representatives shall have access to such records, documents, reports and other evidence for purposes of inspection, auditing and copying upon reasonable notice to Subrecipient. Subrecipient agrees to maintain and provide County

access to the following records:

1. Accounting and fiscal records adequate to enable the County and/or the State of Ohio (including, but not limited to the Auditor of State, the Inspector General, the Comptroller General of the United States, or any of their duly appointed law enforcement officials) and agencies of the United States government to audit and otherwise verify claims for reimbursement, including, but not limited to, books, documents, papers and records of the Subrecipient which are directly pertinent to that specific contract.
  2. Other records and reports as required by the County to enable the County to comply with applicable federal, state and local laws and particularly all requirements under 2 CFR 200 et seq.
- B. **Subrecipient shall submit monthly reports and quarterly, or in accordance with any directive given by County. Subrecipient will submit information vis Store House. Subrecipient shall submit monthly reports within fifteen (15) calendar days after the end of the service month.**
- C. *Five (5) Year Retention.* Subrecipient shall maintain all records related to this Subaward Agreement and the administration of the program for five (5) years after the County makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the Subrecipient shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

## **Article VII**

### **Responsibility for Audit Exceptions**

Subrecipient agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Subaward Agreement.

1. Subrecipient agrees to pay the County the full amount of payment it received for services not covered by Subrecipient's Subaward Agreement as set forth in the audit exception.
2. Subrecipient agrees to pay the County the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. Subrecipient shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Contract period. Subrecipient agrees to a special audit of expenditures if requested by the Director of County based on evidence of misuse or improper accounting of funds.

Failure to provide such information may be reason to suspend payments to

Subrecipient until all questions or irregularities are resolved.

4. All Subrecipients are required to submit, within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months of the end of the Subaward Agreement, an Annual Compliance audit conducted by an independent Certified Public Accountant (individual or firm) in compliance with applicable Federal government auditing standards. Further, Subrecipients expending more than Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00) of Federal awards in a single year shall submit an Audit following the principles of the Super-circular which requires audit of "non-Federal entities." Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards provides guidelines for determining Federal awards expended. Federal awards include all funds received by Subrecipient, not only those received by County under this or any other County Agreement. Subrecipient shall submit completed Audits electronically to the Federal Audit Clearinghouse. Auditees and auditors must ensure that their respective parts of the reporting package do not include Protected Personally Identifiable Information (PII), as defined in CFR Title 2 Subtitle A Chapter II Part 200 Subpart A §200.1.
5. Subrecipient acknowledges County may conduct its own review of Subrecipient's records and invoices pursuant to the principles contained in the Super-circular based upon the County's state required annual risk analysis. Subrecipient agrees to repay County for questioned payments as a result of this review. The questioned payments may be appealed to the Director of the Department of Finance and Budget; however, the decision of the Director is final.

## **Article VIII Limitation of Liability**

Subrecipient agrees to defend and indemnify County and its elected officials, agents, and employees, against all third party claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to any of the following by Subrecipient or its officers, employees, contractors, or agents: (1) negligence, willful, or malicious act or omission; (2) willful violation or infringement of any patent, trademark, copyright, trade secret, contract, or other right of any third party; (3) unauthorized use or disclosure of Confidential Information; or (4) any breach of this Subaward Agreement.

## **Article IX Equal Opportunity Employment/Non-Discrimination**

- A. *Non-discrimination in Performance/Employment.* In carrying out this Subaward Agreement, Subrecipient shall not discriminate against any employee or applicant for employment in any manner in its performance under this Subaward Agreement. Similarly, Subrecipient will ensure that applicants are hired, and that employees are treated during employment without

regard to their race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and subsequent amendments, Title IX of the Education Amendments 011972 (20 U.S.C. 1681 et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). Further, in compliance with Ohio Revised Code 4112.02 and Executive Order 2019-05D (DeWine), Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs. The Subrecipient shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Subaward Agreement. Any Subrecipient found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Subaward Agreement. Subrecipient agrees not to discriminate against individuals who have or are participating in any work program administered by any County Departments of Job and Family Services under ORC Chapters 5101 or 5107. Further Subrecipient shall post the current version of the AD-475B "And Justice for All" poster.

- B. *EEO Employer.* The Subrecipient warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments, including but not limited to with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in department of labor regulations (41 C.F.R. Chapter 60).
- C. *Posting.* Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Subrecipient complies with all applicable federal and state non-discrimination laws. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973 and subsequent amendments.
- D. Subrecipient additionally certifies that it will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to the following:
  - 1. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

3. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-2 and ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  4. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing.
- E. Subrecipient agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions and will incorporate these requirements in all of its subcontracts for the work prescribed herein.

## **Article X Termination/Cancellation**

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

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

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

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

County must provide sufficient notice to allow Subrecipient to terminate Participant services under this Subaward Agreement.

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

Upon termination of this Subaward Agreement, Subrecipient must immediately cease all activities relating to the Subaward Agreement and immediately deliver to County all work in progress, all property of County, return all unexpended funds and all information and other materials received or developed under this Subaward Agreement. At the County's request, Subrecipient must also assist County in efficiently transitioning the project to the new Subrecipient who will continue with the project.



## **Article XI Independent Contractor**

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

## **Article XII Subcontracting**

If the Subrecipient needs to subcontract in order to provide the services that it has contracted with County to provide, the Subrecipient will obtain written permission from County prior to entering into such an agreement. Subrecipient will also enter into a written subcontracting agreement with the subcontractor, which must contain the same terms, conditions, and covenants contained in the Subaward Agreement between the Subrecipient and County, including but not limited to, adherence with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352, 45 CFR 75, and 2 CFR 400, as applicable, as well as federal and state law(s). Subrecipient acknowledges that County Ordinances may require approval of the subcontract by County Council.

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

## **Article XIII Special Certification**

- A. *Conflict of Interest.* Any officer, employee, or agent of the Subrecipient or of the County who exercises any function or responsibilities in connection with the planning and carrying out of this Subaward Agreement or any other persons who exercise any functions or responsibilities in connection with this Subaward Agreement shall have no personal financial interest, direct or indirect, in this Subaward Agreement. Pursuant to 2 CFR Section 200.112, Subrecipient shall disclose in writing to **County Department of Finance and Budget** any potential conflict of interest and all violations of Federal Criminal law involving fraud, bribery, or gratuity violations potentially affecting this Subaward Agreement. Additionally, subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. For additional guidance refer to **Service Delivery Guidance**.

B. *Debarment and Suspension.* Subrecipient certifies that neither Subrecipient nor any of its principals or subcontractor(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 C.F.R. 98, 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212, and 2 CFR 400, as applicable. Additionally, Subrecipient nor any of its principals or subcontractor(s) shall 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. Subrecipient also affirms that within three (3) years preceding this Subaward Agreement neither Subrecipient nor any of its principals or subcontractor(s):

1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
2. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.

Subrecipient will, upon notification by any Federal, State, or Local government agency, immediately notify the **County Department of Finance and Budget** of any debarment or suspension of the Subrecipient being imposed or contemplated by the Federal, State, or Local government agency.

C. *Lobbying Restrictions.*

1. Subrecipient affirms that no federal funds paid to Subrecipient by County through any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Subrecipient further certifies compliance with all lobbying restrictions, including 31 U.S.C. 1352, 2 U.S.C. 1601, 29 C.F.R. 93, and any other federal law or rule pertaining to lobbying.
2. If this Subaward Agreement exceeds One Hundred Thousand (\$100,000), Subrecipient affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
3. Subrecipient agrees to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients will certify and disclose accordingly.
4. Subrecipient certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

D. *Qualifications to Conduct Business.* Subrecipient affirms that it and its subcontractor(s) have all of the approvals, licenses, or other qualifications needed to

conduct business in Ohio and all are current. If any time during the Subaward Agreement period, Subrecipient, for any reason, becomes disqualified from conducting business in the Ohio, Subrecipient will immediately notify County in writing and will immediately cease performance of Subaward Agreement services and activities.

- E. *Unfair Labor Practices.* Subrecipient affirms that Subrecipient, its principals, or Subrecipient(s) are not on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Subrecipient as having more than one (1) unfair labor practice contempt of court finding.

## **Article XIV**

### **Property of County of Summit**

Any item produced under this Subaward Agreement or with funds provided under this Subaward Agreement, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The Subrecipient will not obtain copyright, patent, or other proprietary protection for the Deliverables. The Subrecipient will not include in any Deliverable any copyrighted matter unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided in this Subaward Agreement. The Subrecipient agrees that the Deliverables will be made freely available to the general public unless the County determines that, pursuant to federal, state and local law, such property or materials are confidential.

## **Article XV**

### **Unresolved Findings of Recovery**

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

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

## **Article XVI**

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

Subrecipient hereby acknowledges that Title VI of the Civil Rights Act of 1964 (Title VI) makes it unlawful for an individual or an organization to discriminate against persons with Limited English Proficiency (“LEP”). Also, agencies who receive Federal funding from the U.S. Department of Health and Human Services (“HHS”) are required to provide oral and/or written translation services to individuals whose primary language (spoken or written) is not English.

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

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

## **Article XVII Insurance**

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

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

Under this Subaward Agreement, to ensure proper distribution within the County, **written notice concerning all matters of Insurance and Worker’s Compensation shall be mailed to the County, Department of Finance and Budget, 1180 South Main Street, Suite 102, Akron, OH 44301.**

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

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

## **Article XIX**

## **Offshore Services Compliance**

Subrecipient hereby acknowledges that expenditures of public funds on offshore services are banned, per Executive Order 2011-12K (Kasich). Subrecipient hereby warrants that by entering into this Subaward Agreement with the County, Subrecipient is in compliance with the terms of this Order. Recipients of funds through the Ohio Department of Job and Family Services are required to complete the Department of Administrative Services/Ohio Department of Job and Family Services Standard Affirmation and Disclosure Form attesting to such compliance. Subrecipient warrants that Subrecipient will comply with the County's process for completing the Standard Affirmation and Disclosure form, which is incorporated in this Subaward Agreement as if fully written. Subrecipient's failure to comply with the process can result in termination of this Subaward Agreement.

### **Article XX National Voter Registration Act ("NVRA")**

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

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

All notices and forms required by this section may be obtained through the County.

### **Article XXI Federal Compliance**

Notwithstanding other provisions in this Subaward Agreement, Subrecipient will comply with the following provisions, as outlined in OAC § 5101:9-4-07(C), as applicable. Compliance

with these provisions does not relieve Subrecipient of having to comply with all other provisions in this Subaward Agreement.

- A. *Copeland "Anti-Kickback" Act.* Subrecipient will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor Regulations (29 C.F.R. Part 3).
- B. *Contract Work Hours and Safety Standards Act.* Subrecipient will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et. seq.) as supplemented by U.S. Department of Labor Regulations (29 C.F.R. Part 5).
- C. *Environmental.* Subrecipient will comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 to 42 USC 7671), the Clean Water Act (33 U.S.C. Chapt 26), and Executive Order 11738, and U.S. Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- D. *Energy Efficiency.* Subrecipient will comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871, 42 U.S.C. 6201 et seq.).
- E. *Whistleblower Protection.* Each Subrecipient awarded funds made available under the Subaward Agreement shall promptly refer to the Grantor Office of Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has submitted a false claim under both the criminal and civil False Claims Acts or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Further, and in accordance with 41 U.S.C. 4712, the Subrecipient acknowledges that the Subrecipient, employee, agent, subcontractor, or other person(s), who discloses the aforementioned evidence may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing said information.
- F. *Buy American Requirements.* To the greatest extent possible, Subrecipient agrees to use funds to purchase American made equipment and products pursuant to 41 USC 8301 et seq..
- G. *Recycled Materials.* Subrecipient will comply with the Resource Conservation and Recovery Act (42 USC 6901 et. seq.) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR Chp. I, Subchp. 1, parts 247-254).
- H. *Pro-Children Act.* If any activities call for services to minors, Subrecipient agrees to comply with the Pro-Children Act of 1994 (48 CFR 352.237-70) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- I. *Drug-Free Workplace.* Subrecipient, its officers, employees, members, contractor(s)

and/or any independent Subrecipients (including all field staff) associated with this Subaward Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Subrecipient will make a good faith effort to ensure that none of Subrecipient's officers, employees, members, and Subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

- J. *Jobs for Veterans Act.* Subrecipient agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 4215.
- K. Subrecipient agrees to comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4783) relating to prescribed standards to establish merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- L. Subrecipient agrees to comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Chp. 61) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- M. Subrecipient agrees to comply with the provisions of the Hatch Act (5 USC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- N. Subrecipient agrees to comply with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (42 USC Chapter 50) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is Ten Thousand Dollars (\$10,000) or more.
- O. If necessary, Subrecipient will assist the US Department of Labor in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 Identification and Protection of Historic Properties, and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a. et seq.).
- P. Subrecipient will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
- S. Subrecipient will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Subrecipient Registration and Universal Identifier Requirements.
- T. Subrecipient will comply with PL 112-55, as amended, as it relates to certification of tax compliance, representation regarding corporate felony convictions, and representation regarding unpaid corporate tax liabilities.
- U. Subrecipient will comply with the Trafficking Victims Protection Act of 2000, as

amended (22 U.S.C. 7104), as it relates to entering into grants, contracts, or cooperative agreements with private entities.

## **Article XXII Miscellaneous**

- A. *Special Instructions.* County may from time to time, provide specific written instructions and requests to Subrecipient concerning the performance of the work described in this Subaward Agreement. Upon such notice and within ten (10) days after receipt of instructions, the Subrecipient agrees to comply with such instructions and to fulfill such requests to the satisfaction of County. The Parties understand that these instructions and requests will be made only to ensure satisfactory completion of the work described in this Subaward Agreement and are not intended to amend or alter the Subaward Agreement or any part of it.
- B. *Assignment.* Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Subaward Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- C. *Notice.* Any notice required or permitted under this Subaward Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:
- |   |   |
|---|---|
| County of Summit<br>Director, Department of Law<br>175 South Main Street<br>44308 Akron, Ohio 44308 | Akron Summit Community Action<br>55 E. Mill Street<br>Akron, Ohio |
|---|---|
- D. *Entire Agreement, Modification and Severability.* This written Subaward Agreement represents the entire Subaward Agreement between the Parties and supersedes all previous Subaward Agreements, written and oral. This Subaward Agreement shall not be modified except in writing signed by both Parties. In the event any provision of this Subaward Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Subaward Agreement which shall be severable.
- E. *Waiver.* If Subrecipient fails to perform an obligation, and County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by County is not effective unless it is in writing signed by County.
- F. *Reservation of Rights.* A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Subaward Agreement, whether of a like or different character.



- G. *Injunctive Relief.* Subrecipient acknowledges that a material breach of this Subaward Agreement would cause immediate and irreparable damage to County, which could not be compensated adequately by monetary damages. Accordingly, Subrecipient consents to the entry of appropriate injunctive relief, in addition to any damages that may be awarded, to prevent, stop, or cure any actual or threatened breach of this Subaward Agreement.
- H. *No Authority to Bind.* Neither party has the power or authority to bind the other party to contracts or other obligations.
- I. *Enforcement Costs.* Subrecipient must reimburse County all attorneys' fees and other costs that the County reasonably incurred in any successful action to stop, cure, prevent, or obtain recovery for any actual breach of this Subaward Agreement.
- J. *Force Majeure.* Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
- K. *Compliance.* Subrecipient agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- L. *Non-Assignment.* Subrecipient agrees to perform personally all duties and obligations imposed under the terms of this Subaward Agreement. Subrecipient agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Subaward Agreement without written consent from the County. Any assignments, delegations or substitution attempted without the previous written consent of the County will result, at the option of County, in cancellation of all the County's obligations under this Subaward Agreement.
- M. *Ethics Compliance.* Subrecipient agrees to comply with Ohio Ethics Laws as listed in the ORC Chapter 102 and Governor's Executive Order 2011-03K pertaining to ethics. By signing this Subaward Agreement, Subrecipient certifies to be in compliance with these provisions.
- N. *Incident Reports.* Subrecipient must immediately inform County of any and all accidents/incidents at their site(s) or while conducting business while off premises, during program hours that involve Participants. This includes any claims, causes of actions, made by and/or against Participants involved in the services at the Subrecipient's premises. Accidents and/or incidents include, but are not limited to, Property Damages (i.e. theft, automobile accidents, trespassing), Persons (assault/battery, threats, injuries to self and/or third Parties, medical emergency, workplace violence, harassment based upon protected status, bomb and terrorism threats, violations of Title VI or VII of the Civil Rights Act of 1964), Nature

(emergency evacuations, fire), and other incidents which may arise. For additional guidance refer to the **Service Delivery Guidance**.

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

- O. **Publicity. The Subrecipient must acknowledge County as a funding source when publicizing a service funded in any way by County.** Subrecipient shall not use the name of County OF SUMMIT for any commercial purpose without County’s prior written consent. Subrecipient’s usage for all media and any other printed publications, (i.e. pamphlets, brochures), shall contain County’s logo and the tagline “Funded by Summit County Department of Community and Economic Development”. Furthermore, Subrecipient acknowledges that the logo and tagline provided by County shall not be altered in any form, including alternate language. Additionally, Subrecipient shall submit to County a copy of all approved publicity and release prior to the time of release (i.e. news articles, annual reports). For additional guidance refer to the **Service Delivery Guidance**.
- P. **Faith Based Organizations.** If Subrecipient is a faith based organization, Subrecipient agrees services provided under this Subaward Agreement will be performed in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 (42 USC 604a). Subrecipient will provide service under this Subaward Agreement in such a manner as to ensure the religious freedom of all program Participants. Subrecipient will not discriminate against any Participant based upon religion, religious belief, or refusal to participate in a religious activity. Funds provided under this Subaward Agreement will not be used to promote the religious character and activities of the Subrecipient. If a Participant objects to the religious character of the organization, the Subrecipient will immediately refer the individual to County so that the Participant can choose an alternate Subrecipient.
- Q. **Review by Legal Counsel.** Each party has had the opportunity to review this Subaward Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Subaward Agreement is to be construed against the drafting party is not applicable.
- R. **Governing Law.** This Subaward Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Subaward Agreement or arising from this Subaward Agreement must be brought in the Summit County Court of Common Pleas or the United States District Court for the Northern District of Ohio.

(End of text. Execution on following page.)

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

AKRON SUMMIT COMMUNITY  
ACTION INC.

By: \_\_\_\_\_

Its:

\_\_\_\_\_ Date

Approved as to form:

COUNTY OF SUMMIT, OHIO

\_\_\_\_\_  
Brian Harnak, Director                      Date  
Director, Department of Law

\_\_\_\_\_  
Ilene Shapiro                                      Date  
County Executive