

RICHLAND COUNTY JOB & FAMILY SERVICES

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Agreement #550-24

This agreement is made and entered into on **August 1, 2023** by and between Richland County Job and Family Services (RCJFS), on behalf of the Richland County Youth and Family Council (RCY&FC), and **Community Action for Capable Youth (CACY), 1495 West Longview Avenue, Mansfield, Ohio 44907**, the provider of service (hereinafter referred to as Provider).

1. **Purchase of Services:** Subject to the terms and conditions set forth in this agreement and Attachment 1 (such attachment is deemed to be part of this agreement as fully as if set forth herein), RCJFS agrees to purchase, and the Provider agrees to furnish, those specific services detailed in this agreement.
2. **Agreement Period:** This agreement will be effective from **August 1, 2023** through **June 30, 2024**, inclusive, unless otherwise terminated.
3. **Availability of Funds:** Payments for all services provided in accordance with the provisions of this agreement are contingent upon the availability of (and will not exceed the total of) local and state and federal funds.
4. **Cost and Delivery of Purchased Services:** The amount to be paid for said purchased services will be subject to the limitations specified in Article 3 hereof and Attachment 1, Description of Services. The total amount for such purchased services will be only for actual costs incurred during the effective dates of the agreement and will not exceed **\$11,288.00**.

Claims made by the Provider for administrative costs shall not exceed 10% of the total program expense of the agreement.

5. **Payment for Purchased Services:** The Provider will submit an invoice to Richland County Job and Family Services (RCJFS), 171 Park Avenue East, Mansfield, Ohio 44902, by the 5th working day of each month covering purchased services. An invoice summary will show the date of the invoice and the period for which the services billed were rendered. Invoices may be submitted only for actual costs incurred during the effective dates of the agreement, not to exceed the total agreement amount. The Provider must certify that claims made to RCJFS for payment of purchased services are for actual services rendered to eligible individuals and are for the completion of contracted performance measures/standards. All invoiced expenses, including administrative

costs, must be verified by supporting documentation, including a roster of individuals served during the service month. RCJFS will review such invoices for completeness and any information necessary before submitting for payment within forty-five (45) days of receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment before such payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 11 after payment is made.

6. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this agreement. Provider is responsible for making direct payment. Provider is also responsible for monitoring and evaluating any/all subcontracts written under this agreement at least once during an agreement period.
7. **Independent Contractors:** Providers, agents and employees of the Provider will act in performance of this agreement in an independent capacity, and not as officers, employees, or agents of the state of Ohio or RCJFS.
8. **Duplicate Billing:** The Provider warrants that claims made to RCJFS for payment for purchased services shall be for actual services rendered and do not duplicate claims made by Provider to other sources of funds for the same service.

Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve program participants as long as RCJFS funds supplement and do not supplant existing funds used for providing the services under this agreement. RCJFS will perform monthly desktop monitoring and periodic on-site monitoring and will advise the Provider of any findings of suspected supplanting and the agreement will be terminated immediately.

9. **Reporting:** The Provider will provide reports to RCJFS regarding services provided on a schedule specified by RCJFS. Reporting may be required via electronic media. Reporting categories will be provided by RCJFS.
10. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspections, review, or audit by duly authorized federal, state, and RCJFS personnel, and the Controller General of the United States. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 11 of this agreement.
11. **Availability and Retention of Records:** The Provider shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation

used in the administration of the program, in its possessions as prescribed by the Ohio Help Me Grow Child Record Policy, and/or will assure the maintenance of such for a like period of time in the possession of a third party performing work related to this agreement, unless otherwise directed by RCJFS.

12. **Responsibility for Audit:** The Provider agrees to, if required by the director of RCJFS on the basis of evidence of misuse or improper accounting of funds or substantial errors in determination of eligibility for which the Provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to RCJFS.
13. **Responsibility for Audit Exceptions:** The Provider agrees to pay RCJFS the full amount of payment received for duplicate filing, erroneous billings, deceptive claims or falsification.

As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

14. **Safeguarding of Client Information:** The Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of RCJFS's or the Provider's responsibilities with respect to purchased service, is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **Civil Rights:** The Provider agrees that no person(s) shall on the grounds of race, color, national origin, age, sex, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination. All programs, services and benefits will be administered in accordance with the nondiscriminatory requirements pursuant to Title VI of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981, where applicable; and the Americans With Disabilities Act (ADA) of 1990.
16. **Indemnity and Insurance:**
 - A. **Indemnity:** The Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless RCJFS, Ohio Department of Job and Family Services, and Richland County Board of Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
 - B. **Insurance:** The Provider agrees to obtain and maintain, at their expense, at all times throughout the term of this agreement, a policy of professional liability and commercial general liability insurance with an insurance company licensed in the State of Ohio. The policy shall have limits of not less than one million dollars (\$1,000,000) per claim and

three million dollars (\$3,000,000) in the annual aggregate to cover any loss, liability, or damage alleged to have been committed by the Provider or the Provider's employees, officers, agents, or subcontractors. The policy shall name RCJFS and Richland County Board of Commissioners as Additional Named Insured.

The Provider shall furnish to RCJFS upon execution of this agreement, a Certificate of Insurance certifying the above types and minimum amounts of insurance. Said Certificate shall include a "Notice of Cancellation" clause with notification being sent 30 days prior to cancellation to RCJFS. Cancellation of insurance will constitute a default, which, if not remedied within the 30 day notification period, shall cause immediate termination of the agreement by RCJFS.

17. **Termination:** This agreement may be terminated at any time by either party with thirty (30) days advance notice. This agreement may also be terminated on the basis of adverse findings in the audit required by Article 11.
18. **Amendment of Agreement:** The Provider agreement may be amended at any time by a written amendment signed by both parties and submitted to RCJFS.
19. **Accessibility of Program of Handicapped:** The Provider agrees as a condition of this agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR, Part 84) and all guidelines and interpretations issued thereto. Any agency found to be out of compliance with this Article may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this agreement.
20. **Equal Employment Opportunity:** In carrying out this agreement, the Provider and RCJFS agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such actions include, but are 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 selection for Training including Apprenticeship. The parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, sexual orientation, Vietnam-era veteran status, disability or age.
21. **Child Support Enforcement:** The Provider agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring employees of the Provider meet child support obligations established under state law.
22. **Governing Law:** This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

23. **Integration and Modification:** This instrument embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this agreement. The parties shall not modify this agreement in any manner except by an instrument, in writing, executed by all parties to this agreement.

employee supervision meetings. CACY maintains a Personnel Policy and Procedure Manual which is reviewed annually for needed updates (last update approved May 15, 2023). CACY employees are expected to obtain and maintain Ohio Prevention licensure through the Ohio Chemical Dependency Professionals Board within a required time frame. All curriculum facilitator credentials are maintained for continuation of programming. All professional training is approved and paid for by the organization to enhance service delivery and outcomes. Individual employee training needs and employee performance are reviewed annually.

4 c. Budget Narrative

2024 Budget Worksheet Explanation (*Amounts are rounded to nearest whole dollar)

Partial funding of the request to deliver therapeutic mentoring services will reduce activities and materials directly facilitated with participants as potentially the number of participants eligible for enrollment. For each \$ decrease in funding, one less adolescent will be serviced.

Total Program Request: \$11,288.00 or \$90.30 per unit of service billed (includes all staff & material costs) = \$452 per youth for one full year of individual and group mentoring intervention

Administration: \$742.00

Tracee Anderson, Program Contact, Fiscal and Human Resource Administrator, MBA-HR, OCPC, CTTS

Program documentation reviewer, accounting of units and transactions, material purchasing, and submission of reports to funder

\$29.06 per hour (wages and taxes) X 2 hours per month X 12 months per hour = \$697.00

\$ 1.87 per hour (fringe/ health care stipend in lieu of health insurance) X 24 hour = \$45.00

Program Costs: Total Wages & Taxes & Fringe: \$ 8,466.00

***All 4 mentors will be present for each of the 12 group respite activities including transportation of mentees, direct activity time, and set-up/clean-up on event day(s). Each mentor will complete a minimum of two individual sessions with each enrolled mentee during the contract period**

4 staff will implement up to 125 units/ hours of individual and group respite activities with 25 enrolled mentees

Mentor #1 (BM): \$30.14 (wage & taxes per hour) + fringe \$1.87 per hour = \$32.01 per hour X 82 estimated hours = \$2,625.00

Mentor #4 (TF): \$23.14 (wage & taxes per hour) + \$1.87 (fringe per hour) per hour = \$25.01 per hour X 82 estimated hours = \$2,051.00

Mentor #5 (MG): \$19.91 (wage & taxes per hour) \$ 1.87 (fringe per hour) = \$21.78 per hour X 92 estimated hours = \$2,004.00

Mentor #6 (SS): \$19.91 (wage & Taxes per hour) + \$ 1.87 (fringe per hour) = \$21.78 per hour X 82 estimated hours = \$1,786.00

Transportation Expenses: 4 mentors completing individual sessions, team meetings, court hearings as needed

150 miles X 12 months= 1,800 miles @ .60 cents per mile = **\$1,080.00**

Total Program Materials for individual sessions: \$1,000.00

\$40 estimated per enrolled youth dedicated for community activity fees, respite event supplies such as cooking class tools & ingredients, hygiene supplies, first aide kit supplies, sewing kits, proper pet care supplies and ingredients to make healthy pet treats, materials to make homemade holiday gifts, personal hobby supplies

4 d. Provide a description of additional resources being committed to support the program (cost allocation plan); include amounts and sources of additional resources.

CACY's contract with Richland County mental Health & Recovery Services Board will support the cost of office space, telephone service, liability insurance coverage, and direct service units above the proposed amount requested for the SFY 2024 contract period.

4 e. Include a detailed budget (see attached budget worksheet)

CACY SFY 2024 Parenting Program Budget Worksheet

Administration

Wages & Fringes	Amount
Wages (Provide detail of positions, FTEs and responsibilities to grant) Wages: \$648.00 + taxes \$49.00= \$697.00	\$697.00
Fringes (List all fringes and benefits including fringe rates) Health Care stipend \$1.87 X 24= \$45.00	\$45.00
Total Wages & Fringes	\$742.00
Operating Expenses	\$0
Consumable Goods	
Occupancy Costs	
Total Operating Costs	\$0
Other	
Other (specify)	
Total Other	\$0
Total Administration (Limited to 10% of total request)	\$742.00

Program Costs

Wages & Fringes	Amount
Wages (Provide detail of positions, FTEs and responsibilities to grant) = 0.16 Fte.	\$ 7,834.00
Fringes (List all fringes and benefits including fringe rates) = \$1.87 per hour *Health Care Stipend given in lieu of insurance	\$ 632.00
Total Wages & Fringes	\$8,466.00
Operating Expenses	
Travel (\$0.60 per mile for 1,800 miles)	\$1,080.00
Communications	\$0
Total Operating Expenses	\$0
Total Wages & Fringes & Operating Expenses	\$9,546.00
Direct Client Costs	
Subcontracts- None	\$0
Program Materials/Respite Supplies	\$1,000.00
Total Direct Client Costs	\$1,000.00
Total Program Costs	\$10,546.00
Grand Total All Categories	\$11,288.00

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Signature Page

Lori A. Bedson, Director
Richland County Job and Family Services

Date

Brandy Marquette, Executive Director
Community Action for Capable Youth (CACY)

Date

Michelle Miller, Executive Director
Richland County Youth and Family Council

Date

Darrell Banks, Richland County Commissioner

Date

Cliff Mears, Richland County Commissioner

Date

Tony Vero, Richland County Commissioner

Date

#550-24

Description of Services
Community Action for Capable Youth
August 1, 2023 – June 30, 2024

The provider agrees to provide Positive Opportunity Mentoring (POP) to 25 female, multi-system youth ages 10 – 18. Youth will be referred to the program through various social service agencies, including Richland County Youth and Family Council, Richland Newhope and Richland County Children Services.

The focus of the program will be to strengthen adolescent support systems by developing a meaningful relationship with a mentor. The mentor will assist the youth in modeling and practicing skill building and pro-social behavior while working to reduce the youth's risky behaviors.

The CACY Positive Opportunity Mentoring (POP) program adheres to the following mentoring core tenants: *To value and support ALL youth, to treat all youth with worth and dignity and build on strengths while supporting and encouraging the development of new skills and increased confidence.* The National Outcome Measures (NOMs) addressed by the Positive Opportunity Mentoring program (POP) include:

- Reduce morbidity/abstinence from drug/alcohol use
- Decreased criminal justice involvement
- Increased social supports/social connectedness

Monthly reports will be submitted to Richland County Job and Family Services with monthly invoices by the 5th day of the month following the end of a service month.

Total Contract: Not to exceed \$11,288

Effective Period: August 1, 2023 – June 30, 2024

Number of Youth to be Served: 25 females, ages 10 – 18

Total Contact Hours: 125 direct units/service hours

Unit Rate: \$90.30 per unit