

**REQUEST FOR PROPOSALS
FOR
YOUTH SERVICES
UNDER THE WORKFORCE INVESTMENT ACT (WIA)**

Bid # RFP 08-011

Issued by

Southwest Ohio Regional Workforce Investment Board AREA 13

and

Emerging Workforce Development Council

In Partnership With

Hamilton County and the

City of Cincinnati, Office of the Mayor

(October, 2008)

RFP Conference: October 15, 2008 1:00 p.m.

Location: Hamilton County Job and Family Services

222 E. Central Parkway

Conference Room – 6th Floor, room 6SE401

Cincinnati, Ohio 45202

Due Date for Proposal Registration: November 7, 2008

Due Date for Proposal Submission: November 21, 2008

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**REQUEST FOR PROPOSAL (RFP)
FOR
YOUTH SERVICES
UNDER THE WORKFORCE INVESTMENT ACT (WIA)**

MISSION STATEMENT

The Southwest Ohio Region Workforce Investment Board (SWORWIB) will create and develop a comprehensive workforce development system that will engage the entire community towards ever-increasing levels of self-sufficiency.

In relation to the mission of the SWORWIB Area 13, the Emerging Workforce Development Council will create and manage a collaborative system where employers gain a skilled workforce and at-risk youth ages 16 to 21 receive proactive programs and services ensuring they acquire the necessary skills for success in education and employment.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Southwest Ohio Region Workforce Investment Board (SWORWIB) Area 13 in partnership with the Mayor of the City of Cincinnati as Chief Elected Official (CEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area 13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed September 9, 2004, Hamilton County Job & Family Services (HCJFS) is designated as the Fiscal agent and Administrative Entity for Local Workforce Investment Area 13. HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business economic development, education, organized labor, community based organizations, veterans, social services and state and local government agencies.

This RFP seeks three (3) separate proposals for youth workforce development services in

accordance with the Workforce Investment Act of 1998 (WIA), title I, Public Law 105-220, the Southwest Ohio Region Workforce Investment Board (SWORWIB) Plan and Policies, and the governing rules of Hamilton County Job & Family Services (the Administrative Entity).

SWORWIB reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or part of the services requested. Each provider may submit a proposal to deliver one, two, or three separate programs related to each of the three descriptions provided in the Scope of Services. Each proposal submitted may address only one of these three scopes and must stand independent of any other proposal submitted by that prospective provider. That decision will be guided by the strengths of each proposal, the funds available, and local priorities as determined by SWORWIB.

The SWORWIB is seeking three types of proposals:

- Traditional WIA Services
- WIA Youth Services at the One Stop Super Jobs Center
- WIA Youth Services Connected to Hamilton County Juvenile Court

1.2 Scope of Services

All programs must be easily accessible to youth, safe, and youth-friendly. Services should be readily accessible by public transportation. Programs and services must be sensitive and accommodating to a diversity of neighborhoods, culture, language, and personal challenges. Providers shall follow established federal, state and local policies and procedures.

All programs shall complete all of their own Sharing Career Opportunities and Training Information (SCOTI) entry effective 8/1/09 and all their own GStars entries effective 8/1/09.

SCOTI remains the primary system by which eligibility is determined, cases are managed, and performance outcomes are reported but GStars entry and referral is required for all providers effective 8/1/09. G Stars card reader and/or cards are not an absolute mandate for this contract. Therefore any costs associated with these two items are discretionary and are each provider's responsibility.

A. Scope of Services for Traditional WIA Services(In School

and Out of School Youth)

Proposals related to this scope of services may be traditional WIA in school or out of school scopes with a specific intent to increase volume served and performance goal achievement.

WIA requires local areas to address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school, school drop outs, and offender/court-involved youth. These include:

- A. Pre-enrollment activities such as: a) recruitment, b) intake, c) initial assessment, d) eligibility determination, and e) referrals to other programs as appropriate;
- B. Framework activities such as: a) objective assessment, b) development of the Individual Service Strategy, and c) case management and;
- C. Ten (10) required program elements (see attachment O) that must be available in Area 13's WIA youth system such as 1) tutoring, study skills, and dropout prevention, 2) alternative secondary school offerings, 3) summer employment linked to academic or occupational skills, 4) paid and unpaid work experience, 5) occupational skill training, 6) leadership development, 7) supportive services, 8) adult mentoring for at least twelve (12) months, 9) comprehensive guidance and counseling and 10) follow-up activities for no less than twelve (12) months after completion of participation.

Youth who are engaged in pre-enrollment activities are not billable as WIA youth. Services delivered to youth who are WIA eligible, but not WIA enrolled must be funded by non-WIA dollars. Providers who serve non-WIA youth must provide a costs allocation plan that documents how organization costs are split between WIA and non-WIA related expenses.

B. Scope of Services for Youth Services at the One Stop Super Jobs (Out of School Youth)

There will be one provider selected to deliver and manage a full-service WIA youth program for WIA enrolled youth located at the SuperJobs Center on 1916 Central Parkway, Cincinnati, OH 45214.

All elements listed in 1.2A above apply to the Youth Services at the One Stop SuperJobs.

The program will target out-of-school youth who are unemployed, and/or underemployed youth who have dropped out of high-school. The purpose of the program is to increase the local skilled labor pool and the long-term employability of youth by: creating a systemic approach to youth services, by offering a broad array of coordinated resources and activities, and by helping each young person design and negotiate a career pathway that leads to a life-sustaining wage, and assisting youth in obtaining the education, basic skills training, career skills training, and employment opportunities they need to succeed. The program will serve as a front door for referrals to the Youth Employment and Career Path Student Success Network (YESSN).

The Youth Services at the One Stop Super Jobs will include direct service delivery, or closely coordinated referrals for each of the following:

- Opportunities to earn a high school diploma or GED
- Opportunities to increase basic literacy/numeracy skills
- Career planning and career goal development
- Opportunities to gain occupational skills through the use of ITA's for youth
- On-the-job opportunities, internships, job shadowing
- Preparation for work and job retention (Job Club)

Note: This program will incorporate Individual Training Accounts (ITA see attachment M) to permit eligible youth participants ages 16-21 and out of school to select approved ITA programs from the eligible training provider list (as described in SWORWIB Individual Training Account for Training Programs Policy dated May 8, 2008) while retaining their youth classification. Southwest Ohio Region Workforce Investment Board Area 13 allows the provision of ITA's for youth without co-enrolling them in the adult and/or dislocated worker program.

The provider of these services should focus all program elements: education, training, and employment opportunities in high demand and high growth industry sectors.

This program will serve youth seeking educational and employment services. It will determine whether youth are suitable and eligible for WIA services and, specifically the services provided by the program at the One Stop, and refer as appropriate to other WIA or

community services. Only youth who have received pre-enrollment activities, and been determined eligible for WIA services, with all required documentation completed, may receive services from this program.

C. Scope of Services for WIA Youth Services Connected to Hamilton County Juvenile Court (In School and Out of School Youth)

This program is a pilot program that should be coordinated to work with Hamilton County Juvenile Court to serve offender/court involved youth, ages 15 through 17 (with 18 year olds if enrolled in the court system before their 18th birthday) to assist them in obtaining their high school diploma or GED, occupational or vocational training, employment and retention services, and other educational services as needed.

The program will enroll 20 to 30 youth per year. Referrals shall be accepted exclusively from the continuum of Hamilton County Juvenile Justice facilities and officials, including Hillcrest re-entry youth, youth on probation, youth on aftercare, diversion youth, etc. Programs should include:

- Opportunities to earn a high school diploma or GED
- Opportunities to increase basic literacy/numeracy skills
- Career planning and career goal development
- Opportunities to gain occupational skills
- On-the-job opportunities, internships, job shadowing
- Paid and unpaid work experiences
- Preparation for work and job retention

All elements listed in 1.2A apply to this Hamilton County Juvenile Court program.

1.2.1 Population

Efforts to prevent at-risk youth from dropping out of the educational system, to re-engage those who do, to assist both drop outs and offenders with employment opportunities and retention support, and to actively promote post-secondary education

and training in state certified degree/certificate granting programs are priority goals for the SWORWIB. As such, and for the purposes of this RFP, the SWORWIB is focusing primarily on serving three subpopulations of youth:

- Youth who are at risk of dropping out of high school (In School)
- Youth who have dropped out of high school and are disengaged from the educational system (Out of School)
- Youth who are offenders or court-involved (In School and Out of School)

1.2.2 Eligibility For Services

1. **Traditional WIA Services:** Services to youth, ages 16 through 21, who are at risk of dropping out of high school.
2. **WIA Youth Services at the One Stop Super Jobs Center:** Services to youth, ages 16 through 21, who are high school dropouts, basic literary skills deficient, unemployed or underemployed. Program located at One Stop Super Jobs Center, Cincinnati, OH 45214
3. **WIA Youth Services connected to Hamilton County Juvenile Court:** Work in conjunction with Hamilton County Juvenile Court to serve youth offenders, ages 15 – 18 in need of obtaining their GED, High School Diploma, vocational education, employment facilitation/placement or other educational services as needed.

1.2.3 Service Components

A. SWORWIB Area 13 System Outcomes

- Below are the goals the SWORWIB Area 13 has for system wide growth and improvement over the next several years. These goals are directly connected to the contract outcomes being solicited with this RFP. Those contract outcomes are specified in section “B.” below.
- By the end of FY 2010-2011, the number of WIA youth served will increase 30% over the number served in FY 2007-2008.
- By the end of FY 2010-2011, 75% of WIA out-of-school youth who have dropped out of high school and 65% who are court-involved/offenders will earn a high school diploma or GED during participation or by 3rd quarter after exit.

- By the end of FY 2010-2011, 75% of WIA in-school youth at risk of dropping out of school and 65% who are court-involved/offenders will earn a high school diploma or GED during participation or by 3rd quarter after exit.
- By the end of FY 2010-2011, 85% of WIA out-of-school youth who drop outs and who are employed in the 1st quarter after exit will retain employment or active military status through the 3rd quarter after exiting from WIA. Alternately, By the end of FY 2010-2011 establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders
- By the end of FY 2010-2011, 65% of WIA youth who exit the program with or after receiving a high school diploma or GED will enter a degree granting or certificate granting program within nine months of receiving the diploma or GED. Note: programs must issue industry skill standard certifications or employer developed certifications. Degree granting program must be offered by an accredited institution.

B. Contract Outcomes

1. Each proposal should state explicitly which population, cited in section “1.7 Project Overview”, the proposed service will serve.
 - Youth who are at risk of dropping out of school
 - Youth who have dropped out of school
 - Youth who are offenders

Each proposal should quantify the impact the provider anticipates having on one or multiple of the five priority system outcomes shared in Section 1.7 “A. Area 13 System Outcomes”.

Proposals that include relatively higher committed outcomes will be viewed more favorably than others in this RFP process if those commitments are paired with credible program structure, suitability standards, and implementation plans.

(All proposals) identify the cost per youth exited that your organization will commit to through each contract year of this contract. Specifically, divide the total cost of your proposed contract by the following number. What volume of youth will you enroll on or

after 7/1/09, serve and subsequently exit in year one of this contract. Provide that volume separately for years two, three, and four.

(WIA out of school proposals) Identify the percentage of WIA out-of-school youth that you will work with who have dropped out of high school that will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/09 and subsequently exited each contract year. A separate % commitment should be provided for each of four contract years. This number can not be less than 55%.

1. (WIA in school proposals) Identify the percentage of WIA in-school youth that you work with in your WIA program will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/09 and subsequently exited each contract year. A separate % commitment should be provided for each of four contract years. This number can not be less than 85%.
2. (WIA out of school proposals) Identify the percentage of WIA out-of-school youth that you will work with who are high school drop outs that will be employed, in an apprenticeship program or in the military in the 1st quarter after exit. This number can not be less than 85%.
3. (Hamilton County Juvenile Justice focused proposals) By the end of FY 2010-2011 establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders drawn from this local population and referral source.

(WIA in-school and out-of-school required tracking) This is required tracking function, but is not, at this time, tied to incentive or at-risk dollars. Follow up with exited youth and report on the following in SCOTI. What proportion of exited youth with a high school diploma or GED enters a degree granting or certificate granting program within nine months of receiving the diploma or GED. Note: programs must issue industry skill standard certifications or employer developed certifications. Degree granting program must be offered by an accredited institution.

Additional project requirements

A. Partnerships

Both WIA and the local SWORWIB encourage partnering and collaboration to assure that

youth participants receive the best services available in a cost-effective manner.

It is recommended that partnerships providing services essential to reaching proposed outcomes be identified before the proposal is submitted. The proposal should include, at a minimum, a letter of agreement from each of the partners outlining what activities each partner will provide, including which of the 10 elements;

B. Employer Connections

Providers should indicate in their proposal how they have (or intend to) develop links to local employers for information about labor market needs, training, employment, and internships as appropriate..

Proposals that focus on youth employment and occupational training must demonstrate strong business relationships.

Requirements for all General Youth Services in this RFP

Proposals related to this scope of services may be traditional WIA in school or out of school scopes with a specific intent to increase volume served and performance goal achievement.

All elements listed in 1.2 apply to this General Youth Services program.

WIA requires local areas to address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school, school drop outs, and offender/court-involved youth. These include:

- A. Pre-enrollment activities such as; a) recruitment, b) intake, c) initial assessment, d) eligibility determination, and e) referrals to other programs as appropriate;

- B. Framework activities such as; a) objective assessment, b) development of the Individual Service Strategy, and c) case management and;

- C. Ten (10) required program elements that must be available in Area 13's WIA youth system such as 1) tutoring, study skills, and dropout prevention, 2) alternative secondary school offerings, 3) summer employment linked to academic or occupational skills, 4) paid and unpaid work experience, 5) occupational skill training, 6) leadership development, 7) supportive services, 8) adult mentoring for at least 12 months, 9) comprehensive guidance and counseling and 10) follow-up activities for no less than 12 months after completion of participation.

Providers should describe how they will deliver Pre-enrollment and Framework activities as needed in their proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the ten (10) required elements must be delivered by the selected provider for either all or an appropriate subset of their WIA enrolled youth. Those include the following:

- 3) summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs)
- 6) leadership development (see description below)
- 10) follow-up activities for no less than 3 months after completion of participation (for all exited youth)

Youth who are engaged in pre-enrollment activities are not billable as WIA youth. Services delivered to youth who are WIA eligible, but not WIA enrolled must be funded by non-WIA dollars. Providers who serve non-WIA youth must provide a costs allocation plan that documents how organization costs are split between WIA and non-WIA related expenses.

A. Pre-enrollment activities and enrollment:

Pre-enrollment activities occur prior to the decision to register a youth for services in the local WIA program. These include recruitment, intake, initial assessment, including initial determination of barriers and suitability for the program, service referrals, and determination of youth eligibility.

Outreach, Recruitment, Referral: Outreach, recruitment, and referral services should be seamless in a “no wrong door” approach for youth to enter and receive services. In addition to recruiting youth through their own efforts, WIA providers will engage in a referral system (using GStars) with other WIA providers, as well as, other Youth Employment and Career Path Student Success Network (YESSN) partners. A centralized walk in referral center will be located at the One-Stop where a future website will be developed to help youth access the system electronically. No provider obligation exists related to this centralized referral process until this tool is fully in place.

Intake and initial assessment: All providers will conduct intake and the initial assessment which includes the initial determination of barriers and suitability for WIA and other programs.

WIA eligibility determination: Should be completed within ten (10) days of initial assessment of a youth. Providers should identify all barriers and enter each one into SCOTI. Providers must obtain documentation within ten (10) days, consistent with WIATL 27 and the SWORWIB's policy; Youth Eligibility Requirements and Documentation (see attachment I).

Under no circumstances will the provider enroll the youth into SCOTI until all documentation has been received.

In addition to technical WIA eligibility determination, youth must also be identified as one of the priority target populations as identified by the SWORWIB and noted in Section 1.2.2 and, be deemed otherwise suitable to receive WIA services.

B. Framework services:

Framework activities are the basis for the services youth receive and **are started promptly after eligibility determination**. They include an objective assessment and development of Individual Services Strategies (ISS). (See attachment R)

Objective assessment: Every WIA youth participant must receive an objective assessment. It consists of assessment of academic levels, skills levels, service needs, basic skills, occupational skills, prior work experience, employability, occupational interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive services needs, and developmental needs. These assessments should help youth identify their strengths, skills, personal goals and aspirations. They form the basis for determining an effective package of services including all provider organizations who should be involved.

Note: All out-of-school youth determined as basic skills deficient must receive remediation services that promote a literacy/ numeracy skills level increase of one functioning level within one year. They must have a literacy/numeracy goal established in their ISS. These youth must receive a post-test by the end of the first year of WIA services.

C. Case management:

Case management shall be provided by the youth's primary service provider, preferably from one person or a small team. The purpose of case management is to assure each

youth remains engaged, is progressing steadily and has services that meet ongoing and emerging needs.

D. WIA Program Elements

The provider should rapidly engage youth in appropriate services. A youth becomes a participant when he is determined eligible for WIA services and receives a service, which can include an objective assessment, the development of the ISS, or one of the 10 elements. *Case management activities on their own do not initiate or prolong participation.*

Each provider must assure each of the ten (10) required WIA program elements (see below) are available for any youth participant who may need them based on the objective assessment for WIA enrolled youth (20 CFR 664.410 (b)).

Ten (10) required program elements that must be available in Area 13's WIA youth system such as 1) tutoring, study skills, and dropout prevention, 2) alternative secondary school offerings, 3) summer employment linked to academic or occupational skills, 4) paid and unpaid work experience, 5) occupational skill training, 6) leadership development, 7) supportive services, 8) adult mentoring for at least 12 months, 9) comprehensive guidance and counseling and 10) follow-up activities for no less than 12 months after completion of participation.

Provider will make services available through direct provision, partnerships, procurement of services, or referral to community resources or other WIA providers, with easy accessibility and the needs of the youth taken into account.

Providers may budget funds for stipends to pay participants while in project/work-based learning activities, internships, and other enrichment experiences. Providers may also budget funds for youth incentives for achieving milestones. Providers interested in offering incentives to youth must provide a complete description of your proposed incentive plan and an explanation of how it will promote youth outcomes

E. Performance Monitoring

A regularly scheduled SWORWIB sponsored review meeting (e.g. quarterly) with subcontractors will provide a forum to discuss enrollments, performance, budget expenditures, and best practices. Dialogue and review between the SWORWIB and subcontractors will also keep attention on expenditure levels, and allow the SWORWIB to more accurately predict expenditure levels, adjust spending, and manage budgets.

Administrative Entity monitoring: The Administrative entity will complete a contract compliance review within 90-days of contract start-up for new providers and at least annually for all contracts. SWORWIB and/or HCJFS reserve the right to monitor more frequently if provider is found to be out of compliance. The Administrative Entity's monitoring has the following components:

- A. **Desk reviews.** Evaluation and verification of data reported by the provider; review of reports, plans, meeting minutes, and other documents submitted by the provider; occurs on an ongoing basis.
- B. **Formal on-site visits:** Review of case records, including progress notes, referrals, services provided; interviews of consumers and staff; review of curricula and administrative documents, observation of services, meetings, etc.; fiscal audits. Schedule: TBA
- C. **Monitoring reports:** Summary of monitoring findings and recommendations for program improvements. Mailed in draft form to give provider the opportunity to request changes or additions. Final report is mailed to provider within fifteen (15) working days after completion of the formal site visit.
- D. **Corrective Action Plans.** The provider shall submit a corrective action plan within ten (10) working days. An effective CAP answers the following questions:
 - ◆ Why is correction action needed?
 - ◆ What are probable solutions to problems identified?
 - ◆ What specific steps must be taken to remedy the problems?
 - ◆ Who will be responsible for taking the actions?
 - ◆ What are the start and completion dates of the correction actions proposed?

Funding agencies will respond in writing to the provider that the CAP has been received, reviewed, and approved.

E. Technical assistance

- F. **Follow-up monitoring:** Follow up within 45 days to ascertain whether provider has implemented the Corrective Action Plan. A letter of closure will be sent to the provider within seven working days of the site visit or desk review if corrective actions have been satisfactorily implemented.

G. Record Retention

Providers should retain all records for the contract for a period of three years after the youth has exited services. Records must be made available upon written request from the

SWORWIB and/or the Administrative Entity.

H. Data Tracking and Reporting

Providers will measure, document, and report, as required by the contract and per instructions from the SWORWIB and/or the Administrative Entity. This includes inputting and reporting outcomes, outputs, referrals, benchmarks, participant progress, etc. All reports will be submitted to the SWORWIB and the Administrative Entity.

Providers are required to input all their data into:

- Sharing Career Opportunities and Training Information (SCOTI) **and**
- GStars

SCOTI is the state WIA computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported.

GStars is a local workforce data system owned and operated by the SWORWIB that will be used to track elements of local data not available in SCOTI.

I. Quality Assurance and Continuous Improvement

Successful applicants must demonstrate capability for continuous improvement through existing policies and procedures and examples of midcourse correction. Prior to contract signing or within 3 months of contract signature, provider is required to submit for approval, as part of the provider certification process, a quality assurance plan that includes:

- A training plan for program staff
- A policy and procedure manual for staff
- Procedures for quality assurance and improvement guided by customer needs, satisfaction, and progress on proposed outcomes.

J. Personnel Qualifications

The applicant's local project/program manager must have a minimum of three years experiences as a project/program manager with a similar project or program or relevant transferable skills and experience in this service arena.

2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point

Arial fonts when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

Each provider must complete the Cover Sheet, (**Attachment A**), and include such in its proposal. A Cover Sheet must be completed for each separate proposal being submitted. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer of the provider and also include the names of individuals authorized to negotiate with the Southwest Ohio Region Workforce Investment Board Area 13. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals will be rejected.

The Cover Sheet must also include the proposed number for each target group to be served, WIA Funds requested, Value of leveraged resources, total projected costs, projected cost of each youth served by the provider for the initial proposed contract term and for the renewal year option. The total cost of each youth served must be supported by the budget.

2.2 Service and Business Deliverables

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider

must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components.

2.2.1 Program Components

Service Information:

A. Providers shall respond to the following for all proposals submitted:

1. Describe in each proposal how you would quantify the impact the provider anticipates having on one or multiple of the five priority system outcomes shared in Section 1.2.3 SWORWIB Area 13 System Outcomes”.

2. Describe how you will deliver Pre-enrollment and Framework activities as needed in your proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the ten (10) required elements must be delivered by the selected provider for either all or an appropriate subset of their WIA enrolled youth. Those include the following:

- Summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs) (Element 3)
- Leadership development (see description below) (Element 6)
- Follow-up activities for no less than 3 months after completion of participation (for all exited youth) (Element 10)

3. Describe your organization’s capacity to develop formal relationships with local businesses or corporations, especially as it relates to program design elements and collaborative program services.

4. Describe personnel qualification for project/program manager.

5. Describe one or multiple specific formal connections to state accredited post secondary institutions or formal apprenticeship programs.

6. Describe other formal collaborations associated with your proposal that you are expecting to use to purposefully leverage grant dollars or other established funding sources in such a way that the WIA cost per youth is reduced and additional youth can be served.

7. Describe information that will demonstrate your organization’s capacity for and history of quantified and documented success in serving WIA youth or youth with similar barriers.

8. Describe your Quality Assurance and Quality Assurance plan e.g. training, policy and procedure manual and procedures for Q.A. and Q.A.I?

9. Describe information that will demonstrate your organizations capacity for and

history of serving large volumes of youth at a relatively low cost.

10. Describe a well articulated recruitment plan that aligns with the Southwest Ohio Regional (SWOR) WIB Emerging Workforce Development Council Suitability Policy (Attachment N Logic Model)

Provide your expected outcomes for this program, as follows: (Refer to Definitions for further clarification)

Traditional WIA Services – In School

WIA Youth Services at the One Stop Super Jobs Center – Out of School

(All Proposals) identify the cost per youth exited that your organization will commit to through each contract year of this contract. Specifically, divide the total cost of your proposed contract by the following number. What volume of youth will you enroll on or after 7/1/09, serve and subsequently exit in year one of this contract. Provide that volume separately for years two, three, and four.

(All Proposals) I must include a program outcome statement containing the following elements. SWORWIB and HCJFS shall collaborate to validate that each provider is compliant with each element below. Persistent and regular failure to maintain these standards shall result in a provider's ineligibility for incentive dollars regardless of other factors.

The volume of youth the applicant proposes to serve

Geographical area of focus

Objective standard for success – what must be documented to conclude that an individual participant has achieved the outcome

Proportion of target population who will achieve each criterion for success

Suitability standard for enrollment of youth – this presumes each youth is eligible and has appropriate documentation of eligibility on file. A suitability standard goes beyond eligibility to define that population that the provider believes both needs their service and will benefit from it. Such a standard may speak to education or employment status, work history, barriers currently in place, and/or factors that will support a successful outcome for a prospective enrollee.

Provider who have committed to achievement of relatively higher “priority system outcomes” may be more likely to be selected through this RFP process. Those relatively higher goals shall be deemed credible only if they are paired with a credible plan for achieving them, a clear intent to enroll suitable populations, and a demonstrated history of success in working with this or similar populations, and similar scopes of work. Providers without this documented success are eagerly encouraged to collaborate with partners that have a proven history of servicing these populations in submitting a shared proposal

B. Providers shall respond to the following for a specific proposal submitted:

1. (WIA Youth Services at the One Stop Super Jobs Center Proposal Only). This is required tracking function, but is not, at this time, tied to incentive or at-risk dollars. Follow up with exited youth and report on the following in SCOTI.

Describe what proportion of exited youth with a high school diploma or GED enters a degree granting or certificate granting program within nine months of receiving the diploma or GED. Note: programs must issue industry skill standard certifications or employer developed certifications. Degree granting program must be offered by an accredited institution.

2. (WIA Youth Services at the One Stop Super Jobs Center Proposal only) Describe the percentage of WIA out-of-school youth that you will work with who have dropped out of high school that will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/09 and subsequently exited each contract year. A separate % commitment should be provided for each of four contract years. This number can not be less than 55%.

(WIA Youth Services at the One Stop Super Jobs Center Proposals Only) Describe the percentage of WIA out-of-school youth that you will work with who are high school drop outs that will be employed, in an apprenticeship program or in the military in the 1st quarter after exit. This number can not be less than 85%.

(Traditional WIA Services Proposals only) Describe the percentage of WIA in-school youth that you work with in your WIA program will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/09 and subsequently exited each contract year. A separate % commitment should be provided for the initial contract term of twenty-four (24) months and for the twelve (12) month renewal year. This number can not be less than 85%.

3. (Traditional WIA Services Proposals only) This is required tracking function, but is not, at this time, tied to incentive or at-risk dollars. Follow up with exited youth and report on the following in SCOTI.

Describe what proportion of exited youth with a high school diploma or GED enters a degree granting or certificate granting program within nine months of receiving the diploma or GED. Note: programs must issue industry skill standard certifications or employer

developed certifications. Degree granting program must be offered by an accredited institution.

4. (WIA Youth Services Connected to Hamilton County Juvenile Court Proposals only) By the end of FY 2010-2011 establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders drawn from this local population and referral source.

5. (WIA Youth Services Connected to Hamilton County Juvenile Court Proposals only) Describe how you will establish a recruitment and enrollment process utilizing the juvenile justice system for youth who are court involved/offenders.

2.2.2 System and Fiscal Administration Components

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company. (submit if applicable)
- D. Provider's Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget including positions not currently filled. The employees shall have experience with providing transportation service to children.

- H. Weekly Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, Children's Services status of the participants, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

- K. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- L. Annual Report - A copy of provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, provider must supply equivalent financial statements certified by provider to fairly and accurately reflect the provider's financial status. It is the responsibility of the provider to redact tax identification numbers from all documents prior to submission to HCJFS.
- M. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including, but not limited to Corrective Action Plans, temporary licenses or revocations.
- O. Provide a description of your organization's employee screening and clearance policy.

P. Describe training, supervision, and support provided to staff.

2.3 Budget and Cost Considerations

A. Incentives and at-risk dollars

Individual providers will be held responsible for achievement of those outcomes they commit to related to one or multiple of the Section 1.2.3 A& B

That accountability is as follows:

1. Failure to achieve the committed outcome by anywhere from one percentage (1%) point to ten percentage (10%) points will result in no at-risk dollars lost and no incentive dollars gained for that particular goal.
2. Meeting all the goals committed to in any one contract will allow for billing of a dollar figure equal to five per cent (5%) of budgeted cost (over and above those budgeted costs).

Proposal budgets should include a budget line labeled available incentive funds equal to the total value of the budgeted actual cost multiplied by five per cent (5%). This line item will reflect the maximum available incentive dollars. These dollars shall be paid to the provider in full only if all performance goals are met.

If a provider proposes multiple committed goals, the weight tied to each for incentive dollar purposes shall be equally divided. For example, a contract with five (5) committed goals shall have one percent (1%) of the contract value available as incentive funds tied to each of those five goals. As a result, it will be possible to achieve, fail, or exceed on one measure regardless of performance in any other measure tied to the same contract.

3. Failing the committed goal(s) by greater than ten percentage (10%) points will result in payment of incurred expenses at a rate of ninety-five percent (95%) of billed costs. The effect of this is to place five percent (5%) of incurred costs at-risk.

If a provider proposes multiple committed goals, the weight tied to each for at-risk dollar purposes shall be equally divided. For example, a contract with five committed goals shall have one percent (1%) of contract dollars at-risk tied to achievement of each goal. As a result, it will be possible to achieve, fail, or exceed and one measure regardless of performance in any other measure tied to the same contract.

4. Provider who have committed to achievement of relatively higher “priority system outcomes” may be more likely to be selected through this RFP process. Those relatively higher goals shall be deemed credible only if they are paired with a credible plan for achieving them, a clear intent to enroll suitable populations, and a demonstrated history of success in working with this or similar populations, and similar scopes of work. providers without this documented success are eagerly encouraged to collaborate with partners that have a proven history of servicing these populations in submitting a shared proposal.

5. Documentation standards for achievement or failures related to any at-risk or incentive measures shall be dictated by the Administrative Entity in consultation with SWORWIB. (see attachment P Payment Structure for At Risk and Incentives)

B. Leveraging Funds

Of great importance in determining funding amounts to individual providers are, in addition to the number of youth to be served, providers’ demonstrated ability to meet proposed outcomes, and to do so in a cost-effective manner.

Preference will be given to applicants with ambitious plans to leverage WIA funds with other sources of funding and thereby lower their cost per participant and serve more youth.

SWORWIB Area 13 reserves the option to modify initial contract amounts as necessary. The value of the contract may be reduced at any point after the third month of the contract span if the provider(s) is more than twenty percent (20%) below projected expenses. Similarly, if additional funding becomes available and performance is on track, this contract may be increased in value through mutual consent at any point after the third month following contract initiation.

A. The Southwest Ohio Workforce Investment Board anticipates services will begin no later than July 1, 2009. Ninety-Five percent (95%) of the total potential value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. The cost reimbursement agreement reimburses the providers for actual costs, such as instructor salaries, supplies, space, etc. A negotiated portion of the cost reimbursement portion of the contract amount (not less than five percent (5%) may be reserved for final payment. The retained amount is payable to the provider only if all of the outcomes are met. In addition,

all WIA contracts have performance criteria, as identified earlier in Section 1.2.3 Service Components. Provider must submit a Budget and a calculation of the contract term that provider understands will be used to compensate provider for services provided. Budget must be submitted in the form provided as Attachment C. All registered providers will be sent an electronic budget file in Excel format. All providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person identified in Section 3.2 HCJFS Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.

Note: The softcopy of the budget for the initial and renewal years and your proposals must be received by the due date specified in the RFP. The softcopy budgets must match the hardcopy in your proposal.

B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited to provision of the services as described in 1.2.3.

All revenue sources (leveraged resources) available to provider to serve eligible youth identified in the Scope of Services shall be listed in the Budget, and utilized, where permissible, to reduce the cost of each youth served. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.

The total for each service proposed for each contract year must be listed on the Cover Sheet, Attachment A.

C. Provider must submit a detailed budget narrative for each contract year which demonstrates how costs are related to the service(s) presented in the proposal.

D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if provider is a for-profit organization.

E. For the purposes of this RFP, “**unallowable**” program costs include:

1. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;

3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. 0cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. Major losses incurred through the lack of available insurance coverage; and

24. Cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

2.4 Customer References

Provider must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by SWORWIB. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If provider is unable to submit at least three (3) letters of reference, provider must submit a detailed explanation as to why.

2.5 Personnel Qualifications

For key program and business personnel, (i.e. agency director, program director, CFO, and any administrators) who will be working with the program, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program).

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current federal, state, and local laws and procedures.

3.1 PROGRAM SCHEDULE

ACTION ITEM	DELIVERY DATE
RFP Issued	October 7, 2008
RFP Conference – Hamilton County Job 7 Family Services, 222 E. Central Parkway, Cincinnati, OH 45202	October 15, 2008 Time: 1:00 p.m.
Deadline for Receiving Final RFP Questions	October 20, 2008 3:00 p.m.
Deadline for Issuing Final RFP Answers	October 31, 2008 3:00 p.m.
Deadline to Register for the RFP Process	November 7, 2008 3:00 p.m.
Deadline for Proposals Received by HCJFS Contact Person	November 21, 2008 11:00 a.m.
Proposal Review Completed	December 8, 2008

3.2 HCJFS Contact Person

HCJFS Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

Beverly Donald, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
donalb@jfs.hamilton-co.org
Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS November 7, 2008. All interested providers must complete Registration form (**see Attachment H**) and fax or

e-mail the HCJFS Contact Person to register, leaving their name, company name, e-mail address, fax number and phone number. The HCJFS contact person's fax number is (513) 946-2384 and their e-mail address is donalb@jfs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at ***Hamilton County Job & Family Services, Conference Room 6SE 401, 222 E. Central Parkway, Cincinnati, OH 45202, Wednesday, October 15, 2008, 1:00 p.m.***

All registered providers may also submit written questions regarding the RFP or the RFP process. All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or RFP process to the HCJFS Contact Person.
- C. No questions will be accepted after **October 20, 2008 3:00 p.m.** The final responses will be faxed or e-mailed on **October 31, 2008 by 3:00 p.m.**
- D. Only providers who register on or before **November 7, 2008 by 3:00 p.m.** for the RFP will receive copies of questions and answers.
- E. The answers issued in response to such provider questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the providers who participate in the process in good faith. Behavior by providers which violates

or attempts to manipulate the RFP process in any way is taken very seriously. Neither provider nor their representatives should communicate with individuals associated with this program during the RFP process. If the provider attempts any unauthorized communication, HCJFS will reject the provider's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials;
- B. Any HCJFS employees, except for the HCJFS contact person.

Examples of unauthorized communications are:

- A. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
- B. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- C. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

3.6 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the provider, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

3.7 Provider Examination of the RFP

Providers shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by

fax or e-mail to all parties who registered for the RFP Conference, Section 3.4, without divulging the source of the request for same.

If a provider fails to notify HCJFS prior to **October 20, 2008** of an error in the RFP known to the provider, or of an error which reasonably should have been known to the provider, the provider shall submit its proposal at the provider's own risk. If awarded the contract, the provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

SWORWIB/HCJFS may modify this RFP no later than **November 5, 2008** by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.4. In the event modifications, clarifications, or additions to the RFP become necessary, all providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

This program is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify provider at the earliest possible time if this occurs. SWORWIB/HCJFS is under no obligation to compensate provider for any expenses incurred as a result of the RFP process.

4.0 Submission of Proposal

Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the provider and shall not be chargeable to SWORWIB/HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at provider's expense.

4.3 False or Misleading Statements

If, in the opinion of SWORWIB/HCJFS, such information was intended to mislead SWORWIB/HCJFS, in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 EST on November 21, 2008**. ***Proposals received after this date and time will not be considered.*** If provider is not submitting the proposal in person, provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

It is absolutely essential that providers carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, SWORWIB/HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

The WIB reserves the right to:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of SWORWIB staff and the decision by the SWORWIB shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the provider from full compliance with its specifications if provider is awarded the contract.

4.6 Evaluation and Award of Agreement

The review process shall be conducted in four stages. Although it is hoped and expected that a provider will be selected as a result of this process, SWORWIB reserves the right to discontinue the procurement process at any time.

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on November 21, 2008** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on November 21, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Two (2) Completed Budgets and two (2) Budget Narratives, (hard and soft copies) Section 2.3;

- F. Three (3) Customer References or a written explanation, Section 2.4;
- G. Personnel Qualifications, Section 2.5. and
- H. Completed RFP Registration Form.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each provider’s proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirements	A particular RFP requirement was not addressed in the Provider’s proposal. (Rating: 0%)
Partially Meets Requirements	Provider’s proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. (Rating: 25%)
Meets Requirements	Provider fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. (Rating: 75%)
Exceeds Requirements	Provider’s proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations. (Rating: 100%)

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate provider’s programs or clarify P\provider’s proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from provider to clarify questions posed by Review Committee. Such information requests by Review Committee and provider’s responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB’s interests or concerns are adequately addressed. The primary presentation must include provider’s key program personnel. HCJFS reserves the right to video tape the presentations.

- C. Site visits will be conducted for all providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 is worth 10% of the total evaluation score.
- C. Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.
- D. Section 4.6. Stage 3, Other Materials considered is worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Program Components, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.

4.7 Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.

- B. Based upon the results of the evaluation, SWORWIB will select provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of the SWORWIB, HCJFS will work with selected provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of SWORWIB and provider.
- D. If SWORWIB/HCJFS and provider are able to successfully finalize an agreement, the BOCC may award a Contract.
- E. If SWORWIB/HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by SWORWIB/HCJFS, on behalf of SWORWIB, HCJFS will terminate the Agreement discussions with provider. In such event, SWORWIB/HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the provider and be addressed to the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a provider's non-selection.

4.9 Provider Certification Process

For the selected provider(s), the provider Certification process, **Attachment D**, may be completed prior to contract signing. The purpose of the process is to provide some assurance to HCJFS that provider has the administrative capability to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic

identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for providers already certified through another certification or accreditation process, such as Medicaid, JCAHO, COA, CARF, etc

4.10 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any material, documents or information which provider deems to be subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify provider of that fact. provider shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected providers.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the provider's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

The successful provider's proposal, this RFP, and other applicable addenda will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

5.3 Contract Period, Funding & Invoicing

A contract will be written for twenty-four (24) month period beginning July 1, 2009 through June 30, 2011 with a twelve (12) month renewal option. The Southwest Ohio Workforce Investment Board will determine contract funding amounts based on the budget(s) submitted in the provider's proposal and Area 13's funding allocation under Title 1 of the WIA. Funding is contingent on availability. All contracts awarded as a result of this solicitation will be on a cost reimbursement agreement for authorized services already provided. HCJFS will use its best efforts to make payment within thirty (30) days of receipt of timely and accurate invoices and required documentation.

See Attachment B for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. HCJFS reserves the right to add or delete contract language to meet program needs.

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service providers is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security

procedures are implemented and followed to address the exchange of information. Any provider engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail that is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document that has been encrypted and password protected. The sender and receiver of confidential consumer information are required to initiate the use of new passwords on the first day of each quarter. The passwords will be established by HCJFS and given to the selected provider(s). Non-encrypted information must be sent to HCJFS via fax, in person, or regular or certified mail on a disk or flash drive.

5.5 Non-Discrimination In The Performance Of Services

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Area 13 consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services at their own expense. To the extent provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, customers shall not be required to pay for such assistance.

5.6 Insurance

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, provider agrees to procure and maintain for the duration of this

Contract Workers' Compensation. The cost of all insurance shall be borne by provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A:VII. Provider shall purchase the following coverage and minimum limits;

Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

Additional insured endorsement;
Product liability;
Blanket contractual liability;
Broad form property damage;
Severability of interests;
Personal injury; and
Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) "Clients" and the provider provides this service through the use of its employees' privately owned vehicles "POV", then the provider's Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee's POV coverage. The provider agrees the business auto liability policy will be endorsed to provide this coverage.

Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

Additional insured endorsement;
Pay on behalf of wording;
Concurrency of effective dates with primary;
Blanket contractual liability;
Punitive damages coverage (where not prohibited by law);
Aggregates: apply where applicable in primary;
Care, custody and control – follow form primary; and
Drop down feature.

Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

The provider further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."

Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and

HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Provider’s insurance coverage shall be primary insurance with respect to the County, HCJFS, their officials, and their respective employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of Provider’s insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

5.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a **notarized** Declaration of Property Tax Delinquency form, **Attachment E**, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.8 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable **notarized** Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), **Attachment G**. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential providers should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.9 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, **Attachment F**. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth

degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)
Bid No: RFP 08-011**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

Contact Person : _____
(Please Print or type name) *Title*

Phone Number: _____ Fax Number: _____ E-Mail: _____

Additional Names: Provider must include the names of individuals authorized to negotiate with HCJFS

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number _____ E-Mail: _____

(2) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number: _____ E-Mail: _____

LOCATION OF PROPOSED SERVICE: () In the community () at the One Stop

Initial Term for twenty-four (24) Months 7/1/09 - 6/30/11	Renewal Year One for Twelve (12) Months 7/1/11 - 6/30/12
Projected Cost of each youth served \$ _____	Projected Cost of each youth served \$ _____
WIA Funds Requested \$ _____	WIA Funds Requested \$ _____
Value of leveraged resources \$ _____	Value of leveraged resources \$ _____
Total Projected costs: \$ _____ (Excluding any Incentive dollars)	Total Projected Costs \$ _____ Excluding any Incentive dollars)

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document.

Signature - Authorized Representative Title Date

Signature – Financial Officer Title Date

++Please see back of form for checklist to verify everything required to be submitted is included.

Proposal Submission Checklist
For
YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)
Bid No: RFP 08-011

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- _____ A) Registered for RFP Process on or before November 7, 2008 by 3:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on November 21, 2008
- _____ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- _____ D) Responses to Program Components, Section 2.2.1 are included
- _____ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- _____ F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
- _____ G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (November 21, 2008). Soft copy completed in Excel format, Section 2.3
- _____ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term and one for one year renewal option. (total of 2) Section 2.3
- _____ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ J) Personnel Qualifications are included, Section 2.5

ATTACHMENT B

Contract # _____

**HAMILTON COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
PURCHASE OF SERVICE CONTRACT**

This Contract is entered into on MM/DD/YY between the Board of County Commissioners, Hamilton County, Ohio (hereinafter "BOCC") pursuant to an Intergovernmental Agreement entered into on September 9, 2004 between the BOCC and the City Council of the City of Cincinnati, Ohio, as their interests shall appear (hereinafter "Area 13"), and Name of organization, (Hereinafter "Provider") doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 452XX, whose telephone number is (513) XXX-XXXX, for the purchase of type of service.

Hamilton County Department of Job and Family Services (hereinafter "HCJFS") will perform the Administrative and Fiscal Agent roles designated to the BOCC in the Intergovernmental Agreement described above.

1. TERM

The Contract term shall commence on 07/01/2009 or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on 06/30/2011 unless otherwise terminated or extended by formal agreement.

The total amount of the Contract can not exceed \$000,000.00 over the life of this Contract.

This Contract may be renewed, at the option of Area 13 for one (1) additional one (1) year term (the "Optional Renewal Term"). The total amount of the Optional Renewal Term shall not exceed \$000,000.00 over the life of Optional Renewal Term. Area 13 shall give the Provider written notice at least ninety (90) days prior to the expiration of the Initial Term, of its intention to enter into the Optional Renewal Term.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform Workforce Investment Act (WIA) Youth services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II, Provider's Proposal. The parties agree that a billable unit of service is defined in Exhibit I – Request for Proposal.

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider's Proposal; and
3. Exhibit III – Budget

ATTACHMENT B

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through III as defined in 2.A. EXHIBITS above. This Contract and all exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider’s Proposal; and
3. Exhibit III – Budget

C. PROVIDER RESPONSIBILITY

1. Required Documentation and Reporting: Records of all service provided to all individuals in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.

- a. “Proper” documentation of service provided is as follows:

(To be determined)

2. Area 13 reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish Area 13 with reports as requested. Area 13 may exercise this right without a Contract amendment. Area 13 reserves the right to withhold payment until such time as the requested and/or required reports are received.
3. Provider must report financial, participant, and performance data in accordance with instructions supplied by Area 13. Financial reports must include any income or profits earned, including such income or profits earned by sub-recipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.
4. Reported expenditures and program income, including any profits earned, must be on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Provider’s accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through analysis of the documentation on hand.
5. The compensation amount in section **III, BILLING AND PAYMENT** is the full payment for client service. No fees or additional cost shall be charged to any client for the Contract service without expressed Area 13 approval. Such approval must be made by way of a Contract amendment.

ATTACHMENT B

3. BILLING AND PAYMENT

- A. Expense Reimbursement – For services rendered during this Contract, Provider shall be reimbursed for Ninety-Five Percent (95%) of its incurred expenses. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit III – Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than set forth in exhibit III – Budget for such expense or time period set forth on such exhibit.
- B. Dollars “At Risk” – The remaining five percent (5%) of incurred expenses are dollars “at risk” and will be reimbursed to Provider based on the achievement of specific performance measures as more further described in Exhibit I – The Request for Proposal and Exhibit II – Provider’s Proposal. Provider will be monitored by Area 13 on a XXXXXX basis to determine Provider’s effectiveness in meeting state performance measures for the youth being served by this Contract. In addition, Provider will be monitored to ascertain whether it has attained the measures set forth in Exhibit I – The Request for Proposal and Exhibit II – Provider’s Proposal.
- C. Incentive Dollars – In addition to reimbursement of costs incurred under this Contract, Provider has the opportunity to earn incentive dollars tied to the achievement of certain performance measures. Provider will be monitored to ascertain whether it has attained the measures for incentive dollars as stated in Exhibit I – The Request for Proposal and Exhibit II – Provider’s Proposal. At no time will Provider be eligible to receive any more than (to be determined) in incentive dollars.
- D. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

- 1. HCJFS, acting as the Fiscal Agent for Area 13, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
- 2. For accurate invoices which are received timely, HCJFS, acting as the Fiscal Agent for Area 13, will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
- 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense

ATTACHMENT B

documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.

- E. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- F. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other contracts;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- G. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.

ATTACHMENT B

- H. Provider warrants that claims made to Area 13 for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIA Youth Services under the Title IB Youth Allocation in accordance with the rules and regulations set forth in the WIA legislation. A participant is defined in federal statute, and in this contract as “An individual who has been registered pursuant to 20 CFR 663.105, has been determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Investment Act of 1998.”

5. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to Area 13 or HCJFS, Acting as Fiscal Agent for Area 13, by Provider, along with copies of all deliverables submitted to Area 13 or HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by Area 13 and/or HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of Area 13. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of Area 13.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

ATTACHMENT B

- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, Area 13 is not making any guarantees or other assurances as to the extent, if any, that Area 13 will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

7. NON-EXCLUSIVE

This is a non-exclusive Contract, and Area 13 may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

8. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from Area 13, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of Area 13 and its respective officers and employees, Hamilton County Board of County Commissioners, employees of Hamilton County or the City of Cincinnati involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of the Contract.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

ATTACHMENT B

9. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of Area 13. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the Area 13. At the time of Contract signing, Provider warrants that Provider has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Provider's Contract with Area 13. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which The City of Cincinnati, the Southwest Ohio Region Workforce Investment Board, the Hamilton County Board of County Commissioners, the Hamilton County Department of Job and Family Services and the Provider are listed as additional insured. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met. **(Delete the next sentence if subcontractors are not used)** Area 13 acknowledges and agrees that the following subcontractors may perform services in relation to this Contract:

- 1.
- 2.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without Area 13 prior written consent, is grounds for Area 13 to terminate this Contract with one (1) day prior written notice. Provider must notify Area 13 within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide Area 13 with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify Area 13 of subcontractor's termination and shall make recommendations to Area 13 of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of Area 13. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

10. GOVERNING LAW

This Contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

11. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

ATTACHMENT B

Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may implement contract changes. In no event will an oral agreement with Area 13 or HCJFS be recognized as a legal and binding change to the Contract.

12. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

13. TERMINATION

A. Termination for Convenience

1. By Area 13:

This Contract may be terminated by Area 13 upon notice, in writing, delivered upon Provider Thirty (30) calendar days prior to the effective date of termination.

2. By Provider:

This Contract may be terminated by Provider upon notice, in writing, delivered upon Area 13 Thirty (30) calendar days prior to the effective date of termination.

B. Termination for Cause by Area 13

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, Area 13 may consider Provider in default. Area 13 agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Area 13 to cure such default. Area 13 is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Area 13 disapproves such plan, Area 13 has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan, then Area 13 may terminate this Contract at the end of the (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or Area 13 may have under this Contract.

For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A material breach shall not include an act or omission, which has a trivial or

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negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; and v) any other event that Area 13 deems harmful to the well being of a Consumer; Area 13 may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, Area 13 shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as Area 13 may require.

Provider shall not be relieved of liability to Area 13 for damages sustained by Area 13 by virtue of any breach of the Contract by Provider. Area 13 may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due Area 13 from Provider is agreed upon or otherwise determined.

14. COMPLIANCE

Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

15. NON-DISCRIMINATION

Provider certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

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During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, 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 selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Provider complies with all applicable federal and state non-discrimination laws.

Provider, or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

16. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any Area 13 consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Provider further agrees to comply with OAC 5151:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

17. PROVIDER SOLICITATION OF AREA 13 EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Provider will not solicit Area 13 employees to work for Provider. The term "Provider" includes all Provider staff.

18. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on Area 13, HCJFS or its Board of County Commissioners.

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19. DISCLOSURE

Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with an Area 13 employee, employee's business, or any business relationship or financial interest that an Area 13 employee has with Provider or in Provider's business.

20. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

21. NO ADDITIONAL WAIVER IMPLIED

If Area 13 or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

22. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to Area 13 and/or consumers of Area 13 concerning the confidentiality of Area 13's consumers. Provider understands that any access to the identities of any Area 13 consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning Area 13 consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure that all consumer documentation is protected and maintained in a secure and safe manner whether located in Provider's office or taken out of Provider's office.

23. AUDIT RESPONSIBILITY

- A. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

Provider agrees to repay Area 13 the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that Area 13 may withhold any money due and recover through any appropriate method

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any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days will be cancelled and will not be re-issued. Area 13 also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

Area 13 may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give Area 13 a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. Area 13 reserves the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be deemed at Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

24. WARRANTIES AND REPRESENTATIONS

Provider warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

Provider warrants and represents that at all times during the contract term, Provider shall maintain in good standing, any license or certification required for Provider's performance in carrying out the terms of this Contract. Additionally, Provider shall immediately notify Area 13 of any action, modification or issue relating to said licensure or certification.

Provider warrants that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

Provider warrants and represents that they have followed the procurement and bidding practices set forth in the Administrative Procedure Manual ("APM"), Chapter 4000, Ohio Administrative Code Sections 5101:9-4-01, 5101:9-4-02, 5101:9-4-04, 5101:9-4-06, 5101:9-4-07, and 45 CFR part 92.

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25. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Provider hereunder, the products or services directly involved in the performance of that function might be terminated by Area 13 at the end of the period for which funds are available.

Area 13 will notify the Provider at the earliest possible time of any products or services that will or may be affected by a shortage of funds. No penalty shall accrue to Area 13 in the event this provision is exercised, and Area 13 shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

26. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect Area 13's property or employees which are necessary to Provider's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Provider shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Provider from carrying out its obligations contained herein.

27. COORDINATION

Provider will advise Area 13 of any significant fund raising campaigns contemplated by the Provider within Cincinnati and Hamilton County for supplementary operating or capital funds during the term of this Contract so that the same may be coordinated with any planned promotion of public or private funds by Area 13 for the benefit of this and other agencies within the community.

28. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

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29. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, Area 13 shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

30. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to Area 13 consumers.

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the Area 13 Communications Director, unless Provider is required to release requested information by law. Area 13 reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where Area 13 approval has been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents Area 13 may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

If contacted by the media about this Contract, Provider agrees to notify the Area 13 Communications Director in lieu of responding immediately to media queries. Nothing in this

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section is meant to restrict Provider from using contract information and results to market to specific clients or prospects.

33. AMENDMENTS

This writing constitutes the entire agreement between Provider and Area 13 with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and Area 13; however, it is agreed by Provider and Area 13 that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and Area 13 and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

34. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A;VII. Provider shall purchase the following coverage and minimum limits;

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

Business auto liability insurance of at least One Million Dollars (\$1,000,000.00), combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not

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limited to HCJFS clients) “Clients” and the Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee’s POV coverage. The Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control – follow form primary; and
 - 8. Drop down feature.
- D. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
 - 1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: “Board of County Commissioners of Hamilton, County, Ohio The City of Cincinnati, the Southwest Ohio Region Workforce Investment Board, and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”
 - 2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 - 3. Provider shall furnish the Hamilton County Risk Manager and Area 13 with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at

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any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and Area 13 guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County and Area 13.
6. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and Area 13. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. Provider, the County, and Area 13 agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
8. Provider’s insurance coverage shall be primary insurance with respect to the County, Area 13, their officials, and their respective employees, agents, and volunteers. Any insurance maintained by the County or Area 13 shall be in excess of Provider’s insurance and shall not contribute to it.
9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
10. If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

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35. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, Area 13 and their respective members, officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgements and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

36. SCREENING AND SELECTION

A. Criminal Record Check:

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services.

Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

37. LOBBYING

During the life of the Contract, Provider warrants that Provider has not and will not use 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, office 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.C.1352. Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, Area 13 will issue a termination notice

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in accordance with the terms of this Contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

38. GRIEVANCE PROCESS

Provider will notify Area 13 in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this Contract. Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance. The monthly report will be submitted to the assigned Contract Manager.

Provider will post the grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

39. PROPERTY OF AREA 13

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of Area 13 which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for Area 13 and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless Area 13 determines that, pursuant to state or federal law; such materials are confidential or otherwise exempted from disclosure.

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. Area 13 is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to Area 13, then Provider agrees to and by executing this Agreement hereby does assign to Area 13 all worldwide rights, title, and interest in and to the Deliverables. Area 13 acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

40. DEBARMENT AND SUSPENSION

OAC 5101:9-4-07(J)(7) Debarment and suspension

County family services agency and workforce development agency procedures must include requirements to ensure that no contracts are entered into with or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R.

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Part 76. Provider will, upon notification by any federal, state, or local government agency, immediately notify Area 13 of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

41. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants and represents that Provider shall notify Area 13 within one (1) business day should a finding for recovery occur during the Contract term.

42. FAITH BASED ORGANIZATIONS

Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately refer the individual back to Area 13 for an alternative Provider.

43. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with Area 13, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of support that is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

44. NON-RESTRICTION

Provider agrees that in the event this Contract is terminated, whether for convenience or breach, Area 13 will not be restricted in any manner from contracting directly with any or all of the providers/partners involved in this project. Provider shall not include language in any subcontracts that prohibits or restricts said contractors from working with Area 13, in any capacity.

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45. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Holly Harris-Ifeakanwa	946-1462	Contract Services	Contract changes, contract language, Contract budget, audits
To be determined	946-	Fiscal	Billing and payment
Deborah Rose-Milavec	TBA	Area 13 Workforce Investment Board, Youth Services	TBA
Kevin Holt	946-1840	Workforce Development	TBA

46. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

47. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

48. CONTRACT CLOSEOUT

At the discretion of Area 13, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify there are no outstanding claims or disputes and to ensure all required forms; reports and deliverables were submitted to and accepted by Area 13 in accordance with contract requirements.

49. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute

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House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts. Provider further warrants Provider shall notify Area 13 within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

50. DISPUTE RESOLUTION

Both Area 13 and Provider agree to make every reasonable effort to resolve any dispute.

Any dispute may be brought forward by either party to the other in form of a written Notice of Dispute. Such notice shall state the facts surrounding the claim, together with its character and scope. Such notice shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows.

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step.

Step 1

Representative for Area 13: WIA/Workforce Development Program Manager

Representative for Provider: WIA Local Coordinator

If an agreement cannot be reached during Step 1, the grieving party may elevate the dispute to Step 2.

Step 2

Representative for Area 13: WIA Project Manager

Representative for Provider: WIA Local Manager

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3.

Step 3

Representative for Area 13: Welfare Reform Executive

Representative for Provider: Executive Director

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

ATTACHMENT B

51. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit nn, Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

52. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

Provider affirms that Provider, its principals, affiliated groups, or persons with a controlling interest in Provider's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment G to Exhibit nn, Provider's Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Provider further agrees it will complete a notarized Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

53. WIA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Investment Act (WIA). Provider agrees to accommodate all reasonable requests by Area 13 in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the WIA. Provider further agrees to follow all federal and state rules and regulations applicable to the WIA and subrecipients of WIA funding.

ATTACHMENT B

54. QUALIFICATIONS TO CONDUCT BUSINESS

Provider affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at anytime during the Agreement period Provider, for any reason, becomes disqualified from conducting business in Ohio, Provider will immediately notify Area 13 in writing and will immediately cease performance of the activities set forth in the Contract.

55. UNFAIR LABOR PRACTICES

Provider affirms that neither Provider nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify Provider as having more than one (1) unfair labor practice contempt of court finding.

56. MISCELLANEOUS PROVISIONS

- A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- C. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 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).

ATTACHMENT B

The terms of this contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2008.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

Recommended By:

_____ Date: _____
Maira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____
Checked By: _____
Approved By: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program being proposed. In order to facilitate the process, we request that the attached budget be used. This budget consists of two parts: the User Guide to assist in the completion of the budget, and the budget itself.

This guide is designed to assist the user in completing the budget. In some instances field definitions and other information will be given. If possible, examples will be provided. Definitions and examples will occasionally not be provided. Should you have a question regarding that particular area, contact the HCJFS Contract Services Section.

Page 1 is a summary of expenses. It should be completed after all other budget pages are finalized. The totals from the information supplied on pages 2 through 9 are used to complete this page. Information at the bottom of the page should be completed regarding the total units and the cost of the service. Pages 2 through 9 should be prepared itemizing each line item.

There are three columns without a column header or title. These columns have been purposely left blank in order for each Provider to enter the type of service being proposed. When completing the budget, it will be important to provide a header for each column being used. These columns are to be used to record the direct costs for the contracted program(s). If the program offers supportive services such as transportation, those costs should be broken out and entered in one of the other Contract Program columns. Costs for all other direct services of the agency should be combined and entered in the column titled "Other Direct Services".

Management, administrative, and indirect costs should be entered in the column entitled "MGMT/Indirect". Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. Allowable indirect costs for the indirect cost column include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel & procurement functions, and other agency administration.

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

AGENCY NAME: The legal, and if applicable, incorporated name of the Provider agency.

NAME OF CONTRACT PROGRAM: The name of the program being purchased.

BUDGET PERIOD: The specific time period for the budget completed.

ACTUAL BUDGET AREA: A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

EXPENSES BY SERVICES COLUMN: Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

EXPENSES BY PROGRAM SERVICES: The horizontal row is used to define the column header. “MGMT Indirect, Other Direct Ser and TOTAL Expense” fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance, one column would be completed for skill training and the other for employment retention.

If for example, a proposal is being submitted for an offender program, the header for that column would be titled “Offender Program”. In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate “Transportation” and the second column would indicate “Case Management”. In this instance, the third column would be left blank.

MGMT INDIRECT: The totals entered per line item for each item on the other pages.

CONTRACT PROGRAM: The totals entered per line for each item on the other pages.

OTHER DIRECT SERVICES: The figures entered here should represent the total calculations based on the figures and percentages entered for each item on the other pages.

TOTAL EXPENSES: The totals for all figures entered on this page. They are also the totals of all of the three previous fields (MGMT Indirect, Contract Program and Other Direct Services) as well as the programs being purchased.

TOTAL UNITS: The number of units that the program being purchased is planning to provide. Depending on the contract, a unit could be considered an hour, a session, a trip, etc...

UNIT COST: The total expenses divided by the total units.

UNIT =: Indicate whether the unit is an hour, trip, session, etc.

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS
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This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

SALARIES: List all position titles of staff who work for the Agency. If Provider agency is extremely large, Provider may list salary amounts for staff in other direct service programs by program total or by one total for all other programs. However, in order to complete the budget in this manner, Provider must obtain permission from a Contract Services Supervisor or Section Chief.. All staff who work in any capacity in the program or programs to be contracted, plus all management and administrative staff, must be listed separately with the specific amounts paid to each. In the second column, indicate the number of staff who have the same job title, i.e. teachers, and who earn the same annual wage. Indicate the number of staff and the annual cost - this is the amount paid annually to each of the teachers. If some teachers work more or less hours, and/or earn more, then a second, separate listing should be made. If the program has quite a number of staff then Provider may want to copy the Salaries page, to be able to list all the variations. Total all Salaries at the bottom of each column. Make sure this page "balances" - each column adds across and down, to the sum listed in the total sections.

POSITION TITLE: Indicate the titles of the individuals **presently** working in the program being contracted. If the Provider has an individual that has a percentage of time dedicated to the contracted program & another percentage dedicated to other areas, list this individual separately as well.

For EXAMPLE: The agency has three social workers. In this instance, two of those employees are dedicated full time to the program being contracted however, the other only spends 60% of their time on this project and 40% of their time on another project. Given this example, then all three social workers would be listed and the actual weekly number of hours worked in the program area would be entered in the HRS Week field..

The “other” field represents all staff employed by the agency that **do not** work in the contracted program.

For EXAMPLE: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

STAFF: This field must indicate the number of staff that hold the title listed in the “Position Title” field. However, in the “other: field, this number will be the total number of individuals employed by Provider company that do not have anything to do with the contracted program. Remember, if an employee works in the contracted program for any percentage of time then that person would be counted separately.

HRS WEEK: Indicate the number of hours worked each week in the contracted program area, for each employee.

ANNUAL COST: This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries for those individuals counted as “Others”.

For example: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

CONTRACT PROGRAM: Enter the salary for the amount of time spent in the contracted program. There are three columns to indicate amounts for each program in which a proposal is being written. For vacant positions that will be filled during the contract year, prorate the salary to reflect the anticipated start date.

MGT INDIRECT: This field should only be completed if the position title of an individual is in a management position. Duties performed that would be included in the “Percent to Mgt. Indirect” would include evaluations, writing checks, dealing with personnel issues, building management or other non-program issues.

OTHER DIRECT SERVICES: Enter the total salaries for each of the staff employed by the agency that is not related to the program being contracted.

TOTAL EXPENSES: This is the total of the Contracted Programs, Management Indirect, and any Other Direct Services.

**INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3;
PAYROLL RELATED EXPENSES**

PAYROLL TAXES: Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

UNEMPLOYMENT %: When computing unemployment taxes, the percentage of time the staff devotes to the contracted program should be used to calculate the amount of unemployment taxes attributed to the contracted program for that staff person up to the first \$9,000.00 per employee wages, per year.

BENEFITS: The amounts charged to each column should be based on the staff and salaries shown in that column on page 2. Enter the totals in the spaces provided. The percentage used to calculate the retirement should be entered on the line indicated. The “OTHER” section should list all other deductions that are taken, listing each one separately.

TOTAL EMPLOYEE BENEFITS & PAYROLL TAXES: Indicate the total for the amounts indicated above.

**INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES &
CONTRACTED SERVICES**

PROFESSIONAL FEES & CONTRACTED SERVICES: Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The accountant would be another item.

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES: Indicate the totals for the amounts entered above.

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

CONSUMABLE SUPPLIES: Enter amounts for items used or consumed by the respective programs per the column heading. Generally supplies are items such as stationary, paper, pens, file folders, and envelopes. Other types of supplies are items such as cleaning supplies, toilet paper, mops, brooms, paper towels and floor cleaner. Program and other supplies would also be included in this section such as printed pamphlets, text books and/or computer software. These items must be used or consumed within one year or less. List each item under "OTHER" separately and be specific.

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

OCCUPANCY COSTS: Enter amounts in the proper column based on a proration of space used by the programs under the column headings. It may be necessary to actually measure the space used by the various programs to achieve a proper proration of these costs. Some Provider's choose to put building and other occupancy costs in their Management and Indirect Costs column, and allocate them along with other "shared" types of costs. Telephone costs should be allocated or prorated based on actual usage, that is the number of phones used by Contract Program, and amount of long distance calls, rather than combined with other occupancy costs.

The occupancy cost includes a usage allowance that is similar to depreciation when the building is owned. In order to calculate the cost, the historical cost of the building must be used. The Provider must calculate the percentage that is to be used by the contracted program. Once both figures are obtained, the cost of the building is multiplied by the percentage of space used to determine the dollar amount to be charged to the program. For example, the actual cost of the building was \$150,000.00. The building is 3 stories and each story is 1000 square feet. The third floor is the management, the second floor is another program and the first floor is the contracted program. In this case, the first floor or 1000 square feet would be charged to the program or 33%. Therefore, \$150,000.00 divided by the 37.5 year life (life span per the IRS) of the building times 33% (program utilization) = \$1,320.00 per year. This amount can be charged to the program.

RENTAL @ PER SQ. FT.: Indicate the unit amount per square foot. For example, the rent is \$1000.00 per month for 100 square feet, however the unit amount is \$10.00. Indicate the total dollar amount in the block for the budget period. For example, the rent is \$1000.00 per month. The contract is for 10 months. The total dollar amount entered should be \$10,000.00.

HEAT & ELECTRICITY: If taking a straight line percentage of the total electric for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

WATER: If taking a straight line percentage of the total water for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

TELEPHONE: If taking a straight line percentage of the total phone cost for the agency, identify the percentage used on the line indicated.

OTHER: List all other deductions for occupancy costs separately and be specific.

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

TRAVEL COSTS: The costs entered into each column should be based on a review of actual travel costs incurred by the respective programs. A study of past years records should be completed before this section of the budget is prepared. Enter the figure used to calculate the reimbursement rate on the line provided.

TOTAL TRAVEL COSTS: Enter the amount for each column on this line. Be sure the totals balance for all columns.

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

INSURANCE: Some agencies allocate all insurance costs to the Management and Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one program operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency programs, then a more appropriate method would be to show that program's insurance costs in the column for that program.

INSTRUCTIONS FOR SECTION H - PAGES 6 & 7; EQUIPMENT COSTS

EQUIPMENT COSTS: There are some directions listed on the budget pages for completing the four areas of this section. Any individual equipment item costing less than \$5,000 should be included as equipment cost. The exception to the "individual equipment cost" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. While these components may individually cost less than \$5,000, the entire group is to be depreciated if the purchase price is \$5,000 or greater. For equipment items used for more than one program,

show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

MISCELLANEOUS COSTS: Enter any expense items, and the amount which Provider expects to spend for them, that Provider has not entered elsewhere in this document. Examples of miscellaneous costs are printing, advertising, and postage.

TOTAL MISCELLANEOUS COSTS: Enter the total of all miscellaneous costs in this section in the appropriate columns.

PROFIT MARGIN: For profit entities only - Enter the amount of profit being charged to the contract program.

TOTAL OF ALL EXPENSES: The total of all expenses should be calculated from the sub-totals of sections D through I.

EXPLANATION: Be sure to pay special attention to this section. It is important to note the rationale or basis for the figures used in the proration of MGT/INDIRECT costs. Specific instructions have been included on the budget to be followed.

<p style="text-align: center;">INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</p>
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Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

FINAL REVIEW

1. Before submitting the budget, make a final check that each column of each page is correctly added, and that all figures are legible.
2. Review the Revenue page and make sure all revenue sources are listed. The total revenues shown MUST equal or exceed the total expenses shown in pages 1-8.
3. Please review Equipment section to make sure that all equipment purchases have been listed in proper section.

Proposer: _____

Budget Period: (ENTER BUDGET PERIOD HERE)

LINE ITEMS	(INSERT PROGRAM) ADMIN	(INSERT PROGRAM) PROGRAM	LEVERAGED FUNDS	TOTAL FUNDS
Staff Salaries				
Staff Fringe Benefits				
Occupancy				
Postage				
Local Travel				
Non-Local Travel				
Material and Supplies				
Contractual Services				
Equipment & Furniture				
Equipment Maintenance				
Depreciation				
Printing				
Marketing				
Advertising				
Professional Development				
Insurance				
Accounting/Audit Services				
Legal Services				
Miscellaneous (Other)				
Management & Indirect				
TOTAL ADMINISTRATION				
Participant Stipends/Wages				
Incentives				
Tuition Services				
Support Services				
TOTAL PROGRAM				
PERFORMANCE INCENTIVE (5% of TOTAL)				
GRAND TOTAL				
ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED				
TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST**				

*NOTE: A separate budget must be filled out and turned in for each program to be offered, as well as for each term (both the initial two year term as well as the renewal term).

**This calculation excludes budgeted incentive dollars.

FRINGE BENEFITS	(NAME) ADMIN.	(NAME) PROGRAM	LEVERAGED FUNDS	TOTAL FUNDS
FICA @ %				
Medicare @ %				
State Unemployment @ %				
Workers' Comp @ %				
Medical Insurance @				
Retirement Plan @ %				
Other (Provide Detail)				
TOTAL FRINGE BENEFITS				
OCCUPANCY COSTS				
RENT				
TELEPHONE				
UTILITIES				
TOTAL OCCUPANCY COSTS				
POSTAGE				
LOCAL TRAVEL				
NON-LOCAL TRAVEL				
MATERIAL AND SUPPLIES				
OFFICE SUPPLIES				
CLEANING SUPPLIES				
PROGRAM SUPPLIES				
OTHER SUPPLIES				
TOTAL MATERIAL AND SUPPLIES				
CONTRACTUAL SERVICES				
EQUIPMENT & FURNITURE				
EQUIPMENT MAINTENANCE				
DEPRECIATION (see page 5)				

	(NAME) ADMIN	(NAME) PROGRAM	LEVERAGED FUNDS	TOTAL FUNDS
PRINTING				
MARKETING				
ADVERTISING				
PROFESSIONAL DEVELOP				
ASSOCIATION DUES				
CONFERENCE FEES				
TRAINING				
SUBSCRIPTIONS				
PUBLICATIONS				
TOTAL PROF DEVELOP.				
INSURANCE COSTS				
LIABILITY				
PROPERTY				
ACCIDENT				
OTHER (SPECIFY)				
TOTAL INSURANCE COSTS				
ACCOUNTING SERVICES				
AUDIT SERVICES				
LEGAL SERVICES				
PARTICIPANT STIPENDS				
PARTICIPANT WAGES				
INCENTIVES				
OTHER (SPECIFY)				
MANAGEMENT & INDIRECT				
GRAND TOTAL				

A rationale or basis for the proration of Management & Indirect costs must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies.

EXPLANATION: _____

Tuition and Support Services expenses being reported on Page One (1) of this budget must be described in detail on this page of the budget. If additional pages are required please attach to this budget as necessary.

Include all costs related to tuition and all types of support services that will be utilized in fulfilling the needs of WIA participants in carrying out the goals of this contract.

TUITION EXPLANATION: _____

SUPPORT SERVICES EXPLANATION: _____

Hamilton County Department of Job and Family Services
Provider Certification Document
ATTACHMENT D-1

Section A. Program Identifying Information - This process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency.

1. Reviewer's Name and Title	
2. Initiation of Certification Process (Date)	
3. Completion of Certification Process (Date)	
4. Certification Status	
5. Tax I.D. #	
6. Oracle Contract #	
7. Agency Name	
8. Agency Address	
9. Phone #	
10. Fax #	
11. Program Name	
12. Service Name	
13. Program Address, if different	
14. Program Phone #, if different	
15. Program Fax #, if different	

16. Agency's Hours/Days of Operation	
17. Program's Hours/Days of Operation	
18. Indicate seasonal hours/days of operation, if applicable	
19. Agency Director's Name	
20. Agency Director's E-Mail Address	
21. Program Director's Name, if different	
22. Program Director's Phone #, if different	
23. Program Director's E-Mail Address	
24. Program Contact Person, if different	
25. Program Contact Person's Phone #, if different	
26. Program Contact Person's E-Mail Address	

NOTES:

Section B. Administrative Capacity - This section must be completed prior to contract signing

Item	Comments	Date Rec'd.	Date Complete
1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.			
2. Reviewed and accepted: a. most recent annual indep. audit or comparable financial documents;			
b. audit management letters, is applicable;			
c. SAS61 (auditor's communication to the board's audit committee), if applicable;			
d. most recent 990 and Schedule A;			
e. most recent federal income tax return;			
f. written internal financial controls. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i>Government Auditing Standards</i> . The information is also available on the GAO website at http://www.gao.gov/policy/guidance.htm			
3. Indicate Provider's filing status with the IRS a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
4. Received current copies of: a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l. insureds listed; Expiration Date:			

d. Worker's Compensation insurance;			
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
5. Reviewed 3 of the last 12 months board minutes			
6. Reviewed accounting/record keeping system:			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			

d. police/BCII check completed w/in last 12 mons.			
8. Transportation Issues (when applicable)			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
9. Interior - Public Areas			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
10. Contract Management Plan - review provider's written plan for contract management.			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

d. what is provider's plan for conducting self-reviews to ensure contract compliance?			
e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider's plan for monitoring contract utilization?			

Additional comments/notes for Section B:

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

Item	Comment	Date Rec'd.	Date Complete
1. Training plan for program area staff. a. proof provider staff are aware of contract requirements.			
2. Written program policies			
3. Policy & procedure manual for staff a. provider's overall operation policy;			
b. personnel policies;			
c. policy for using volunteers;			
d. affirmative action;			
e. cultural diversity training;			
f. police check policy.			
4. Received copy of provider's brochures or literature regarding their programs. How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?			
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included: a. consumer program satisfaction results (define method(s) to be used);			
b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan);			
c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and contact dates and units;			

d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;			
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;			
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

Additional comments/notes for Section C:

(G:sharesv\contract>manual\certific Rev.10-02)

ATTACHMENT D-2

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 7/01)

I. Overview

The purpose of the **Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process** is to determine a service provider's apparent administrative capacity to effectively manage an HCJFS contract. The process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency. The process is divided into three (3) sections - **A. Program Identifying Information, B. Administrative Capacity and C. Quality Assurance**. Sections A. and B. must be completed prior to contract signing. Section C. must be completed within six (6) months of contract signing. A six (6) month period is given for Section C. to allow time for smaller agencies who may not have all of the quality assurance components in place. As with any process, there are always exceptions so consult with management if certain portions of the document are not applicable to a specific provider.

A. Program Identifying Information (Section A) - identifies key information such as:

1. agency name and address;
2. director's name;
3. service being purchased;
4. hours/days of operation, etc.

B Administrative Capacity (Section B) - identifies administrative areas which are key to an effective operation such as:

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

C. Quality Assurance (Section C) - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

ITEM	EXPLANATION
1. Reviewer's Name and Title	Staff name(s)/title(s) who completed the certification review.
2. Initiation of Certification Process (Date)	Date the certification process began.
3. Completion of Certification Process (Date)	Date the certification process was completed - all 3 sections completed..
4. Certification Status	Select the applicable answer as the certification process is completed. Select: in process, approved, denied.
5. Tax I.D. # (aka Vendor #)	Tax I.D. (Vendor) number used in Performance.
6. Oracle Contract #	Contract number used in Oracle
7. Agency Name	Official name of the contract agency.
8. Agency Address	Address for the location of the agency's administrative office. Indicate if there is a separate mailing address.
9. Phone #	Phone number for the agency's administrative office.
10. Fax #	Fax number for the agency's administrative office.
11. Program Name	Program name for the purchased service, if applicable.
12. Service Name	Service name from the Contract Services database picklist.
13. Program Address, if different	Program address if different from the administrative office.
14. Program Phone #, if different	Program phone number if different from the administrative office.
15. Program Fax #	Program fax number if different from the administrative office.
16. Agency's Hours/Days of Operation	Agency's hours of operation (begin/end times) and days of the week the agency is open for service.
17. Program's Hours/Days of Operation	Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service.
18. Seasonal Hours, if applicable	Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation.
19. Agency Director's Name	Name of the Executive Director for the contracted agency.
20. Agency Director's E-Mail Address	E-mail address for the Agency Director.
21. Program Director's Name, if different	Name of the Program Director for the contracted program/service if different from the Executive Director.
22. Program Director's Phone #, if different	Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail Address	E-mail address for the Program Director if different from the Agency Director.
24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

Section B. Administrative Capacity - This section must be completed prior to contract signing.

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"> 1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy. 2. Do the attachments/exhibits indicate problems, recommendations, etc.? 3. Does the audit management letter indicate a problem or areas that need improvement? 4. Does the SAS61 indicate problems, concerns, etc.? 5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year. 6. Were taxes filed timely? If not, why? Were extensions requests done timely? 7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm
3. Indicate Provider's filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> a. Articles of Incorporation, if applicable; b. job descriptions for all staff in program budget; c. insurance with the correct amount, type of coverage and add'l. insureds listed; d. Worker's Compensation insurance; e. table of organization including advisory boards & committees; f. service/attendance form, sign-in sheet, etc. g. contract service contingency plan, if applicable. 	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client name, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

<p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> a. financial record keeping method <ul style="list-style-type: none"> 1) is a separate account set up for our program? 2) are invoices filed for easy reference? b. cash or accrual system; c. revenue source during start-up period; d. ability to issue accurate and timely reports e. maintenance of client service records . <ul style="list-style-type: none"> 1) method for documenting client service; 2) method for compiling data for reports; 3) method for tracking performance indicators; f. how will the Provider manage cash flow during the first 3 months of the contract? 	<ol style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported. 4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> a. current professional license/certification; b. driver's license with < 5 points; c. proof of car insurance; d. police/BCII check completed within the last 12 mons. 	<p>Based on the work performed by the contract agency's staff, conduct a sampled review of personnel files to ensure required documentation is current and on file. Indicate discrepancies and develop an action plan with the agency to ensure compliance prior to contract signing.</p>
<p>8. Transportation Issues (when applicable)</p> <ul style="list-style-type: none"> a. is public transportation readily available? b. how far from the program site is the public transportation stop? c. indicate the type of available parking facilities: <ul style="list-style-type: none"> 1) private lot; 2) municipal/public lot; 3) on-street parking; 4) client/staff pay to park. 	<p>This section is to identify potential problems for the program area in client access of service.</p>

<p>9. Interior - Public Areas</p> <ul style="list-style-type: none"> a. indicate general impression of appearance- cleanliness, neatness, safety, etc. b. is facility handicapped accessible? c. are bathrooms handicapped accessible? d. does facility design ensure client confidentiality? e. is the facility adequate for our program? f. ask provider if a negative building safety report has been issued by the fire department. 	<p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p>
<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS? b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS? c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements? d. what is provider's plan for conducting self-reviews to ensure contract compliance? e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing? f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS? g. what is provider's plan for monitoring contract utilization? 	<p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p>

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff are aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	<p>1. Does the agency have a Quality Improvement program?</p> <p>2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served?</p> <p>3. Is there a client satisfaction mechanism in place?</p> <p>4. How are client contacts, referrals, service delivery measured and tracked?</p> <p>5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes?</p> <p>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</p> <p>7. Grievance process available - easily accessible to clients. Process for tracking and reporting individual and aggregate data on grievances?</p> <p>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</p> <p>9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?</p>

ATTACHMENT E
Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ (**check one**) charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared _____, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio this ____ day of _____ 20____.

Notary Public

ATTACHMENT F

Ohio Department of Public Safety

Division of Homeland Security

<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

ATTACHMENT F

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

YES NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Corporation/Business Trust]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

**ATTACHMENT H
REQUEST FOR PROPOSAL (RFP)
REGISTRATION FORM
Bid # RFP 08-011
YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)
OCTOBER, 2008**

All inquiries regarding this RFP are to be in writing and are to be mailed, email or faxed to:

**Bev Donald
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384
Email: DONALB@jfs.hamilton-co.org**

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no Proposer may contact any HCJFS, county official, employee, project team member or evaluation team member.* Proposers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting of the Proposer's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Proposer who have submitted bids or by others on their behalf.**

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP, attendance at the RFP conference (attendance is not mandatory) and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

Registration helps insure that Proposers will receive any addenda to or correspondence regarding this RFP in a timely manner. The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

Only Proposers registering for the RFP will be considered for a contract. All others Proposers will be disqualified.

REGISTRATIONS MUST BE RECEIVED BY NOVEMBER 7, 2008

Please fax this completed page to HCJFS Contract Services at (513) 946- 2384.

ATTACHMENT I

Southwest Ohio Region Workforce Investment Board

Date: October, 2008

Subject: Youth Eligibility Requirements and Documentation

Purpose: To define and set forth requirements of eligibility for WIA Youth programming for Ohio WIA Area # 13 Southwest Ohio Workforce Investment Board (SWORWIB).

General Eligibility

An Eligible youth is defined, under WIA sec. 101(13), as an individual who:

(A) Is age 14 through 21;

(B) Is a low-income individual; (see Attachment B) **AND**

(C) Is an individual who is one or more of the following:

1. Deficient in basic literacy skills
2. A school dropout
3. Homeless, a runaway, or a foster child
4. Pregnant or a parent
5. An offender
6. An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

Provision of WIA 10 Program Elements

The Workforce Investment Act requires that all 10 Program elements be available to all youth who are served in the WIA Youth system. The 10 program elements are:

1. Tutoring, study skills training and instruction leading to the completion of secondary school (includes dropout prevention)
2. Alternative secondary education
3. Summer employment directly linked to academic and occupational learning
4. Paid and unpaid work experience
5. Occupational skill training
6. Leadership development
7. Supportive services
8. Adult mentoring (at least 12 months)
9. Comprehensive Guidance & Counseling
10. Follow-up services (for 12 months after program completion)

ATTACHMENT I

Local programs must make all 10 program elements available to youth participants. Based on an objective assessment (20 CFR 664.410 (b)), each program must provide the necessary program elements or make appropriate referrals. Providers of WIA youth services must have knowledge of services provided by other WIA youth providers and those services provided at the One-Stop using the linkage system in place (GStars) to refer eligible applicants to the best program to meet the participant's needs.

Approved Source Documentation

WIA Workforce Investment Act (WIA) of 1998 and 20 CFR 652 established general and specific program eligibility criteria. Department of Labor Training and Employment Notice 9-06 established the elements of acceptable source documentation for WIA youth participants. All programs must verify (i.e., confirm) eligibility requirements through an examination of documents and to maintain physical evidence of eligibility in participant files. For each data element a listing of acceptable source documentation is found on Attachment J.

In instances where telephone or electronic communication is acceptable, the case file must contain the name of the agency representative, the date of the conversation, and the result of **(Attachment K)**.

In cases where self-attestation may be used to document a data element, it can be used only if it avoids undue hardship for individuals to obtain a proof of eligibility, or if all other forms of documentation are not available **(Attachment L)**.

Action Required:

The Administrative Entity acting on behalf of the Southwest Ohio Region Workforce Investment Board will direct the youth service providers under contract to follow the policy guidelines. Random audit of files will be conducted periodically.

ATTACHMENT J

Approved Source Documentation WIA Youth Eligibility

1. Age/Birth Date

- Birth Certificate
- Baptismal Record if Date of Birth is shown
- DD-214 Transfer or Discharge Paper
- Hospital Record of Birth
- Driver's license
- State, Federal, or Local Government ID
- Passport
- Work permit
- Cross match with public assistance records via state MIS system
- Other public assistance records (CRIS-E printout)
- School Record
- Tribal Records

2. Citizenship Status/Authorization to Work in the US

- U.S. passport, certificate of U.S. citizenship, certificate of naturalization, permanent resident card, unexpired refugee travel document.
- U.S. Social Security card issued by the Social Security Administration (other than a card stating not valid for employment), Certificate of Birth Abroad issued by the Department of State, birth certificate issued by a state, county, municipal authority or outlying possession of the U.S., U.S. citizen ID card, ID card for use of Resident Citizens in the U.S.
- Cross match with public assistance records via state MIS system
- Other public assistance records (CRIS-E printout)
- Self-attestation - Please see attachment C for a sample self-attestation form for these criteria.

3. Selective Service Registration

- Selective service card
- Verification from the Selective Service web site: <https://www4.sss.gov/regver/verification1.asp>.
- Self-attestation form if an applicant failed to register, is too old to register and the local areas determine that the failure to register was not willful and knowing

4. SSN

- SS card
- Photo ID with the SSN
- W-2
- DD-214 Transfer or Discharge Paper
- Pay stubs
- Letter from Social Service Agency
- Cross match with public assistance records via state MIS system
- Other public assistance records (CRIS-E printout)
- Social Security Benefit Documents
- U.C. records if name and SSN is shown

5. Low Income Individual

An individual who meets **ONE** of the six conditions below is considered to be a low income individual

Cash Public Assistance

Receives or is a member of a family that receives cash payments under a federal, state, or local income-based public assistance program

- Copy of authorization to receive cash public assistance
- Verification by the public assistance agency through phone, email or fax.

ATTACHMENT J

- Copy of public assistance check
- Medical card showing cash grant status
- Cross match with public assistance records via state MIS system
- Other public assistance records (CRISE printout)
- Refugee assistance records
- Verification from the refugee assistance provider through phone, email or fax

Family Income

Determined when an individual received an income or is a member of a family that received an income for the 6 month period prior to application for the program that, in relation to family size, does not exceed the higher of the poverty line or the 70 percent of the lower living standard income.

- Pay stubs
- Employer statement of earnings
- Compensation award letters
- Social Security retirement benefits letter
- Pension statement
- Bank statements if income is received by direct deposit
- Court award letter
- Family or business financial records
- Quarterly estimated tax for self employed persons
- Alimony agreements
- Self attestation - only in cases when an individual has no income or receives very little undocumented income.

The statement should include some description of how the applicant has been supported within the past six months.

Food Stamps

Is a member of a household that receives (or has been determined within the six month period prior to the application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977.

- Verification by the public assistance agency through phone, email or fax
- Cross match with public assistance records via state MIS system
- Other public assistance records (CRIS-E printout)

Homeless Individual

As defined in subsections (a) and (c) of Sections 103 of the Stewart B. McKinney Homeless Assistance Act.

- Verification from a shelter or social services agency
- Self attestation
- Written statement from individual providing residence

Foster Child

Individual is a foster child on behalf of whom State and local government payments are made.

- Court documentation
- Verification from a social services agency
- Case notes

Disabled Individual

Whose own income meets the criteria in either 1 or 2 above, even if his or her family income does not meet these criteria.

To Document Disability:

- Letter from drug or alcohol rehabilitation agency
- Medical records

ATTACHMENT J

- _ Physician's statement
- _ Case notes regarding observable conditions
- _ Psychologist diagnosis
- _ Social security disability records
- _ School record of disability determination
- _ Social services records
- _ Veterans administration letter
- _ Vocational rehabilitation letter
- _ Worker's compensation record
- _ Self attestation

To Document Low Income:

- _ Pay stubs
- _ Employer statement of earnings
- _ Compensation award letters
- _ Social security retirement benefits letter
- _ Pension statement
- _ Bank statements if income is received by direct deposit
- _ Court award letter
- _ Family or business financial records
- _ Quarterly estimated tax for self employed persons
- _ Alimony agreements
- _ Copy of authorization to receive cash public assistance
- _ Verification by the public assistance agency through phone, email or fax.
- _ Copy of public assistance check
- _ Medical card showing cash grant status
- _ Cross match with public assistance records via state MIS system
- _ Refugee assistance records

6. Youth Barriers

Youth must have one of the following 7 barriers in addition to meeting one of the low income criteria

Deficient in basic literacy skills

- _ Standardized assessment test
- _ School records
- _ Case notes

School dropout

- _ School board verification of drop out status or habitual truancy
- _ Dropout letter
- _ Self-attestation

Homeless

- _ Verification from a shelter or social services agency
- _ Self-attestation
- _ Written statement from individual providing residence

Foster Child

- _ Court documentation
- _ Verification from a social services agency

Pregnant or parenting youth

- _ Physician's statement
- _ Birth certificate if parenting
- _ Baptismal record

ATTACHMENT J

- Verification with social service agency
- Self-attestation

Offender

- Court records
- Halfway house resident
- Letter of parole
- Letter from probation officer
- Police records
- Self-attestation

Require additional assistance to complete educational program or to secure and hold employment

- Sixth Barrier documentation form

7. 5% Youth Exception

Up to 5% of youth participants may be individuals who do not meet the income criteria, but they must be in one or more of the following 8 categories:

Deficient in basic literacy skills

- Standardized assessment test
- School records
- Case notes

School dropout

- School board verification of drop out status or habitual truancy
- Dropout letter
- Self-attestation

Homeless

- Verification from a shelter or social services agency
- Self-attestation
- Written statement from individual providing residence

Pregnant or parenting youth

- Physician's statement
- Birth certificate if parenting
- Baptismal record
- Verification with social service agency
- Self-attestation

Offender

- Court records
- Halfway house resident
- Letter of parole
- Letter from probation officer
- Police records
- Self-attestation

Disabilities (including learning disabilities)

- Letter from drug or alcohol rehabilitation agency
- Medical records
- Physician's statement
- Case notes regarding observable conditions

ATTACHMENT J

- Psychologist diagnosis
- Social security disability records
- School record of disability determination
- Social services records
- Veterans administration letter
- Vocational rehabilitation letter
- Worker's compensation record
- Self attestation

One or more grade levels below the grade level appropriate for the individual's age

- School records

Face barriers to employment

- Sixth Barrier documentation form

References: WIA Transmittal Letter No. 27

ATTACHMENT L

AREA 13 SELF-ATTESTATION FORM

Applicant Name: _____
(Last) (First) (MI)

Social Security Number: _____ **Date:** _____

I hereby certify, under penalty of perjury, that the following information is true:

I ATTEST THAT THE INFORMATION STATED ABOVE IS TRUE AND ACCURATE, AND UNDERSTAND THAT THE ABOVE INFORMATION, IF MISREPRESENTED, OR INCOMPLETE, MAY BE GROUNDS FOR IMMEDIATE TERMINATION AND/OR PENALTIES AS SPECIFIED BY LAW.

(Applicant's Signature) (Date) (Phone Number)

(Applicant's Address)
(Signature of Parent or Guardian (as needed))

The above applicant self-attestation statement is being utilized for documentation of the following eligibility criteria:

Eligibility Intake Staff Person Name: _____
Signature: _____ **Date:** _____

ATTACHMENT M

Southwest Ohio Region Workforce Investment Board

Approval Date: August 14, 2008

Subject: Use of ITA's for Youth

Purpose: To provide guidelines on the waiver to use Individual Training Accounts (ITA's) for WIA youth participants ages 16-21.

Background: On July 25, 2005, the U.S. Department of Labor (DOL) granted Ohio a waiver allowing the use of ITA's for youth participants ages 16-21 without co-enrolling in the adult and/or dislocated worker program for training services requiring an ITA. This waiver allows Ohio Area 13 Southwest Ohio Region Workforce Investment Board to use ITA's for youth participants ages 16-21 and out of school, or ages 16-21, in school and at risk.

Policy Statement: As a result of this waiver, the Southwest Ohio Region Workforce Investment Board (SWORWIB) is revising its policy on Individual Training Accounts (ITA's) to permit eligible youth participants ages 16-21 and out of school*, or ages 16-21, in school and at risk to select approved ITA programs from the eligible training provider list (as described in SWORWIB Individual Training Account for Training Programs Policy dated May 8, 2008) while retaining their youth classification.

The revised policy guidelines are as follows:

1. The decision to use an ITA must be based on an objective assessment as part of a youth's individual service strategy (ISS) as outlined in WIA Section 129(c) (1) (A).
2. An individual must have the qualifications to succeed in the program.
3. Funding must be available.
4. Training accounts must meet the industry sector priority list as defined by the SWORWIB, as well as two of the three following criteria: high wage, high demand, high skill occupation.
5. The Service Provider must have determined that occupational skills training through the ITA system is necessary in order for the youth to:
 - secure employment in a specific occupation or group of occupations; or
 - prepare the youth for a third-party certification which documents the achievement of an advanced level of competence in a specific occupation or group of occupations, granted by a licensing authority, professional association, or similar entity other than the training institution itself. The certification must document that the youth has demonstrated, through testing, a predetermined minimum competence level, and must not merely document that the individual has been in attendance for the duration of training. The certification must also be stackable and industry recognized.

ATTACHMENT M

6. ITA's will not be issued for the following types of activities:

Seminars, workshops, or similar programs which are not graded, do not provide credit, and/or do not prepare an individual for a certification examination;

Individual courses or classes, whether or not taken for credit, which are not part of the curriculum of a diploma, certificate, or degree program approved by the SWORWIB for establishment of an ITA;

Courses or programs which, standing alone, provide only:

- o Job Readiness/ Job skill enhancement;
- o Management techniques;
- o Professional development or informational updates;
- o Personal development;
- o Continuing professional education; or
- o Educational development which is not occupation-specific.

7. The training program must be provided to youth of the SWORWIB at the same cost as it is provided to the general public. ITAs will not be issued to pay for training programs which are available at no cost to the general public (e.g., nursing aide training available free from nursing homes after hire).

8. A maximum of \$5,000 per youth may be spent for training costs, i.e., tuition, books, fees, registration, etc., within a five-year period. Rare exceptions will be made on a case-by-case basis following administrative review. The youth's assessment information, individual service strategy, and employability goals will be reviewed to determine if a more cost-effective training program should be utilized, if the youth has sufficient resources to assist in funding his/her own costs, availability of financial aid, etc. The spending cap does not include funds used for supportive services.

Ohio Area 13 Southwest Ohio Workforce Investment Board allows the provision of ITA's for youth without co-enrolling them in the adult and/or dislocated worker program. Youth who are ages 14-15 cannot receive an ITA even if they are out-of-school.

Action: The Southwest Ohio Region Workforce Investment Board will provide oversight through the Administrative Entity to ensure the policy is used consistently.

*An out-of-school youth is defined as an eligible youth who is a school dropout, or who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.

For reporting purposes, out-of school youth includes all youth except those who are attending any school and have not received a secondary school diploma or its recognized equivalent and those who are attending post-secondary school and who are not basic skills deficient

ATTACHMENT N

Logic Model: Indicators for Improvement

Potential	Target	Process	Result
<p><i>Client Potential: population to be served</i></p> <ul style="list-style-type: none"> • How is this determined? • What data sources are used? <p>Potential is aligned with the Vision, Mission and Goals of the organization (attached or included here). Data is collected using appropriate and accurate resources (insert).</p>	<p><i>Client Target: # of clients to be served</i></p> <ul style="list-style-type: none"> • What determines this number? • What data sources are used? • Who monitors this target? <p>Actual Target. Target is determined with guidance from funding source. Data from appropriate and accurate sources is used. Monitoring of target attainment is maintained by appropriate management (insert name).</p>	<p><i>Client Process: Key activities to recruit the right clients</i></p> <ul style="list-style-type: none"> • What activities are used? • How do you determine the effectiveness of the activities? • Who monitors this process? • Why were these activities selected? <p>List of activities. Effectiveness of activities is monitored by appropriate management (insert name).</p>	<p><i>Client Result: Actual # clients divided by target</i></p> <ul style="list-style-type: none"> • What is actual number? • How is the actual number determined? (i.e. WIA vs. universal customer, or all customers) • What data sources are used? • Are the calculations consistent annually? <p>Actual Number of clients served. Determination of clients included in the calculation is consistent annually. (Insert determination formula.) Calculations are consistent each performance year.</p>
<p><i>Placements Potential: jobs sought by population</i></p> <ul style="list-style-type: none"> • Where does this information come from? • What data sources are used? • Why these jobs? / Who determines these jobs? <p>“Jobs sought by client population” is determined according to (include determination formula). Data to determine which jobs are sought is collected from appropriate and accurate resources (insert).</p>	<p><i>Placements Target: # of clients to be placed in jobs</i></p> <ul style="list-style-type: none"> • How is this number determined? • Who monitors this target? <p>Actual Target. Target is determined with guidance from funding source. Monitoring of target is maintained by appropriate management (insert name/title).</p>	<p><i>Placements Process: key activities to place clients</i></p> <ul style="list-style-type: none"> • What activities are used? • How are these determined? • Who monitors the effectiveness of these activities? • What data collection system is used? <p>List of activities. Activities are determined by best practice research. Monitoring of activities is maintained by appropriate staff (insert name/title) Data is collected through (insert program/functionary).</p>	<p><i>Placements Results: actual # placements divided by target</i></p> <ul style="list-style-type: none"> • What is the actual number? • How is that number determined? • Is that determination calculation consistent annually? <p>Actual Number of clients placed. Determination of clients included in the calculation is consistent annually. (Insert determination formula.) Calculations are consistent each performance year.</p>

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<p><i>Retention Potential: industry standard for retention</i></p> <ul style="list-style-type: none"> • What industry? • Where is this information located? • What resources are being used? • What data sources? • Who monitors changes? <p>Each industry clients are placed in must be included. Attach information from industry resources. Monitoring of data is managed by (insert name/title).</p>	<p><i>Retention Target: Percent of placements that will meet retention standard</i></p> <ul style="list-style-type: none"> • How is this percent determined? • What data sources are used? • Who monitors this target? <p>Actual number. Target is determined with guidance from funding source. Monitoring of target is maintained by appropriate management (insert name/title).</p>	<p><i>Retention Process: Key activities to help clients retain jobs</i></p> <ul style="list-style-type: none"> • What activities are used? • How are these determined? • Who monitors the effectiveness of these activities? • What data is collected in the monitoring process? • What data collection system is used? <p>List activities. Activities are determined by best practice. Monitoring of activities is maintained by appropriate staff (insert name/title). Data is collected though (insert program/functionary).</p>	<p><i>Retention Results: actual # successful retentions divided by target</i></p> <ul style="list-style-type: none"> • What is the actual number? • How is that number calculated? • Is that calculation consistent annually? <p>Actual Number of successful retentions. Determination of success is consistent annually. (Insert determination formula.) Calculations are consistent each performance year.</p>
<p><i>Advancement Potential: industry standard for pay and benefits</i></p> <ul style="list-style-type: none"> • What industry? • Where is this information located? • What resources are being used? • What data source? • Who monitors changes? <p>Each industry clients are placed in must be included. Attach information from industry resources. Monitoring of data is managed by (insert name/title).</p>	<p><i>Advancement Target: Acceptable range of pay and benefits</i></p> <ul style="list-style-type: none"> • What is the range of pay and benefits? • What data sources are used to determine? • Who monitors this target? <p>Actual range of pay and benefits. Target is determined with guidance from funding source. Monitoring of target is maintained by appropriate management (insert name/title).</p>	<p><i>Advancement Process: Key activities to promote advancement</i></p> <ul style="list-style-type: none"> • What activities are used? • How are these activities determined? • Who monitors the effectiveness of these activities? • What data collection is used? <p>List activities. Activities are determined by best practice. Monitoring of activities is maintained by appropriate staff (insert name/title). Data is collected through (insert program/functionary).</p>	<p><i>Advancement Result: actual # placements within target divided by goal</i></p> <ul style="list-style-type: none"> • What is the actual number? • How is that number calculated? • Is that calculation consistent annually? <p>Actual number of placements. Determination of success is consistent annually (insert determination formula). Calculations are consistent each performance year.</p>

ATTACHMENT O

DEFINITIONS OF WIA & WORKFORCE DEVELOPMENT TERMS

10 Required WIA Program Elements

Adult mentoring - Services that require mature and responsible adults to engage youth in a variety of activities contributing to their physical, mental, and social well-being for a duration of at least 12 months during and after program participation. These may be employment, career and situation mentors selected to fit the needs of the particularly youth. For youth that participate in a work component, mentors may counsel on managing time and stress, balancing work and school and/or home commitments, accepting new responsibilities, and dealing with work relationship and etiquette.

Mentors can also help youth address work problems that might otherwise lead to their quitting or being fired. The provider must conduct a background check on all mentors prior to placing them with a youth.

Alternative secondary school services – Any programs leading to diplomas and other credentials but provide a more flexible setting for youth who are no longer able or wish to attend regular high schools. These may include, but are not limited to, GED programs, drop-out recovery programs, virtual learning, and correspondence courses, independent study, adult basic literacy education, and Job Corps.

Comprehensive guidance and counseling – Career and behavior counseling, including career guidance counseling, alcohol and drug treatment, psychological counseling, parenting classes and counseling for the prevention of child abuse and neglect, health services, housing, specialized assessment for learning disabilities and visual/hearing impairments.

Follow-up services -- Youth must receive follow-up for a minimum of 12 months after exiting from WIA Services. While the frequency of follow up contacts is determined by the needs of individual youth, provider must successfully contact each youth a minimum of once a quarter, offer services and document the youth's status, particularly as it relates to post exit state standards, on the established form. The services will include any services needed to keep a youth engaged in school, training, or work.

Follow-up may include leadership development and supportive service activities; linkage to the One Stop Center, regular contact with a youth's employer, including assistance in addressing work-related problems that arise, assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring, and tracking progress of youth in employment after training.

Leadership development -- Opportunities that encourage responsibility, employability, and other positive social behaviors such as: community and service learning projects, peer centered activities, including peer mentoring and tutoring, team work and team leadership training, training in decision making including determining priorities, citizenship training including life skills training such as parenting, job readiness and work behavior training, and budgeting of resources. All youth should have the opportunity to participate in leadership activities. Leadership development may also include other "work readiness" programming focusing on employability skills, skills for living independently, and getting and keeping a job.

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Occupational skill training– Individual training in occupational areas for which there is high demand within the regional labor market, with an emphasis on high skilled, high demand and higher wage jobs. Such training may include on-the-job training, rehabilitation programs, apprenticeships, and vocational training. Training should lead to a certificate. Youth involved in training should have an occupational skills goal set. Youth participants ages 16-21 and out of school, or ages 16-21, in-school and at-risk may be eligible to select approved Individual Training Account programs from the eligible training provider list while retaining their youth classification (see attachment M Use of ITA's for youth)

Paid and unpaid work experience – Work experiences are planned, structured learning experiences that take place in a workplace or a work-like setting for a limited period of time. Work experience may take place in the private, for profit sector, the nonprofit sector or the public sector. Work experience may include but is not limited to such activities as work adjustment, occupational work experience, instruction in SCANS skills, entrepreneurship, job shadowing, internships, job placement, apprenticeships, work-based learning experiences, and paid community service.

Work experience exposes youth to the working world and its requirements, and helps youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Provider will provide youth with activities to gain knowledge of services offered at the One Stop.

The goal of WIA is to assure youth desiring jobs at exit have full-time jobs with the highest possible wages and chances for income growth. Program designs may utilize temporary, seasonal or part-time positions for work experience but keep in mind that these positions should be developing youth's potential for adequate annual incomes and a promising career path.

Summer employment-- These activities, an important part of the year round program, link academic and occupational learning and may include such activities as work experience in the public and private sectors and placement in private sector employment connected to career interests and training needs. Youth in summer employment must receive a wage, not just a stipend for actual work, which may be subsidized or unsubsidized. Summer employment may include employment, internships, work-based learning, and enrichment programs. Active youth must be given the opportunity to participate in summer employment activities if they and their families wish. Employment should provide supportive supervision and reinforce work readiness skills like attendance, punctuality, responsibility, completing tasks and recognizing quality performance.

Summer employment activities should offer safe environments and adhere to all minor labor laws. Staff will assist youth in obtaining work permits, education certificates, and medical examination where required

Supportive services – Services or items that are necessary for a youth to overcome impediments to participating in WIA services and getting or keeping a job. Services include linkages to community services, assistance with transportation and childcare, referrals to medical and housing services, needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA, and assistance with

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appropriate work attire and tools. Youth should be assessed initially and on an ongoing basis for their need for supportive services.

To the greatest extent possible, provider should address supportive service needs through leveraging of resources and partnerships with other community providers.

Tutoring – Any service (including study skills training) which enables youth to prevent drop out and complete the courses necessary to obtain a diploma or GED or to increase their basic skills. Upgrading of basic skills may be integrated with other services, such as work experience, leadership development, or summer activities. Individual instruction may include computer-assisted learning, one on one or group tutoring or after school, or in-school interventions by the classroom teacher. Training in study skills should explicitly teach self-monitoring and organizational skills, as well as strategies for acquiring and applying new knowledge.

The design should encourage and motivate youth to complete their secondary education, provide activities and situations to learn and apply their basic education skills, incorporate alternative and innovative approaches to teaching basic educational skills, including tutoring activities when necessary; project-based and work-based learning activities and include strategies to expose young people to the world of work and career opportunities.

Other WIA Definitions

Assessment (Objective) -- An assessment of the academic levels, skill levels, and service needs of a participant. This includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs. A new assessment is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program.

Basic Skills - Those academic skills that include reading, writing and speaking English, and the skills involved in math applications, computing and solving problems.

Basic Skills Deficient – A participant who scores at or below 8.9 grade level on a standardized test in one of the following: reading, writing, and speaking English or math computations.

Basic Skills Goal-- Required of out-of-school youth if basic skills deficient. It should represent an increase in one educational functioning grade level in literacy/numeracy.

Career Exploration, Planning and Counseling (Youth) -- An orientation to skills and knowledge specific to career paths and/or industry, based on the

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Secretary's Commission of Achieving Necessary Skills (SCANS), career related learning standards, and industry-specific skills, if relevant. Activities include:

- Assist youth to gain career awareness, make career decisions and plans, and understand labor market needs, trends, and opportunities;
- Assist youth in making and implementing informed educational and occupational choices; and
- Assist youth in developing career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options, and encourage careers in nontraditional employment.

Credential – A certificate that will validate the achievement of educational or occupational skills, including diplomas, GED, and certificates that indicate measurable technical or occupational skills. Attainment of a degree or certificate is a Federal common measure for youth. Note: Only industry skill standard certificates, high school diplomas or their recognized equivalent, and degrees from accredited institutions and employer development certifications will count toward this measure

Exits – Participants exit when no further active services from a WIA-funded or non-WIA funded partner are planned (called a “hard exit”) or when there has been a gap in services for more than 90 days (except for health/medical reasons, incarceration or death). The tracking system automatically exits a participant when such a gap has occurred (a “soft exit”). In either case, because some outcomes occur after exit, so it is imperative that case management staff stays in active contact with participants. Exiting occurs when there is no future services scheduled. Exit does not mean the end of services; it should be considered a change in status. The follow-up period can be used to assure stable and positive transition periods.

Homeless/Runaway (youth) A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, or a public or private place not designated or ordinarily used as a regular sleeping accommodation. A runaway is defined as a person less than 18 years of age who absents him or herself from home or place of residence without permission from a parent or legal guardian.

Individual Service Strategy (ISS) - An individualized, written plan of long and short-term goals that includes educational, employment/career related, involvement in WIA youth activities, and personal support services needed. An ISS must be age-appropriate, developed with each participant, and identify target outcomes for each youth. The ISS must be regularly reviewed and updated as changes occur in employment goals, barriers, and program services or support service needs.

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Individual with a disability - In general: an individual with any disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

In-School Youth - An eligible youth who has not received a high-school diploma or equivalent and is attending school (including alternative school) at the time of WIA registration.

Internship - A structured work experience involving specific occupational skill-development goals in addition to learning goals; includes the expectation that the student, upon completion, will demonstrate skills necessary for entry-level employment in the occupational area of the internship.

Low Income Individual -- An individual who:

(A) Receives, or is a member of a family which receives, cash payments under a Federal, State, or income-based public assistance program; or

(B) received an income, or is a member of a family that received a total family income, for the six-month period prior to registration for the program involved (exclusive of unemployment compensation, child support payments, public assistance cash payments, and old-age and survivors insurance benefits that in relation to family size, does not exceed the higher of: (i) the poverty guideline; or (ii) 70% of the lower living standard income level; or

(C) A member of a household that receives (or has been determined within the 6-month period prior to registration for the program involved to be eligible to receive) food stamps; or

(D) Qualifies as a homeless individual; or

(E) is a foster child on behalf of whom State or local government payments are made; or

(F) Is an individual with a disability, but who is a member of a family which does not meet such requirements.

Occupational Skills - Skills necessary to perform actual tasks and technical functions required by certain industries, such as set-up procedures, safety measures, terminology, record keeping, equipment usage, etc. Occupational skills can be attained through activities such as: (A) entry into an apprenticeship or internship program; (B) completion of a career-specific, professional, technical or advanced job skill training program; or (C) completion of a college degree. During follow up, case managers should be in contact once a month with youth enrolled in programs that develop occupational skills to provide retention services depending on youth needs.

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Offender – Any adult or juvenile who: (A) is or has been subject to any stage of the criminal justice process, for whom services under the Act may be beneficial; or (B) requires assistance in overcoming artificial barriers to employment resulting from a recent arrest or conviction.

Out-of-School Youth - – An eligible youth who is not in-school at the time of enrollment and who is either a school dropout OR has received a secondary school credential but is basic-skills deficient, unemployed, or underemployed. Alternative school youth are not considered out-of-school.

Pregnant/Parenting Youth - A youth who is either pregnant or providing custodial care for one or more dependents that are under 18 years old.

Project-Based Learning – Learning experiences which engage youth in real-world projects through which they develop and apply skills and knowledge, which take effort and persistence over time, result in the creation of something that matters to them and has an external audience. Employment and community partners provide students with ongoing coaching and expert advice on projects, particularly in regard to effective strategies and tools used in the workplace. Projects should involve academic rigor, applied learning, active exploration, adult connections and assessment practices.

SCANS skills - The Secretary's Commission on Achieving Necessary Skills (SCANS) identified the essential skills needed for high-quality job performance.

◆ **Workplace Competencies:** Effective workers can productively use:

1. Resources – They know how to allocate time, money, materials, space and staff.
2. Information – They can acquire and evaluate data, organize and maintain files, interpret and communicate and use computers to process information.
3. Interpersonal skills – They can work on teams, teach others, serve customers, lead, negotiate and work well with people from culturally diverse backgrounds.
4. Systems – They understand social, organizational and technological systems; they can monitor and correct performance; and they can design or improve systems.
5. Technology – They can select equipment and tools, apply technology to specific tasks and maintain and troubleshoot equipment.

◆ **Foundation Skills:** Competent workers in the high-performance workplace need:

6. Basic Skills – Reading, writing, arithmetic and mathematics, speaking and listening.

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7. Thinking Skills – The ability to learn, to reason, to think creatively, to make decisions and to solve problems.

◆ **Personal Qualities:** Includes individual responsibility, self-esteem and self-management, sociability and integrity.

School Drop-out - An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. (Note: Youth enrolled in alternative schools are not considered school dropouts).

Work-Based Learning- Work-based learning is a supervised program that links knowledge gained at the worksite with a planned program of study. Experiences range in intensity, structure and scope and include activities such as site visits, job shadowing, internships and apprenticeships. Work-based learning helps youth to gain:

- Basic workplace skills (including teamwork, communication, problem solving, customer services and social etiquette skills)
- Knowledge of specific occupational skills; and
- An understanding of different industries in order to make informed career choices.

Work Readiness Skills- Work readiness skills include world of work awareness, job search techniques (applications, resumes, interviews and follow-up letters), occupational information, labor market knowledge and career planning. They also include positive work habits, attitudes and behaviors such as punctuality, reliability, regular attendance, presenting a neat appearance, getting along and working well with others, following instructions and completing tasks.

ATTACHMENT P

PAYMENT STRUCTURE FOR DOLLARS

“AT RISK” AND “INCINTIVE”

AREA 13 WIA Youth Provider Name

Do not rely on supplemental data searches completed by JFS staff for any measure below. Achievement documented in SCOTI, but without adequate supporting documentation in the case file will not be considered. Youth coded as “Universal exclusions” shall not be included in these measures.

In-School Contracts

<p>Cost per youth served All proposals</p>	<p>_____</p> <p>Youth Served</p> <p>_____</p> <p>Costs billed</p>	<p>A. Measures number of New youth enrolled into at least one WIA Youth Service on or after 07/01/09 and exited on or before 6/30/10. Youth served in any post-exit follow up period are irrelevant to this measure.</p> <p>The threshold for success in this measure is documented in each vendor’s contract as the committed cost per youth served. The volume of youth meeting the criteria above shall be attributed a per-youth cost drawn from the total incurred costs for this contract year.</p>
<p>Ex Offender Hamilton County Juvenile Justice focused proposals</p>		<p>Establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders drawn from this local population and referral source.</p> <p>This is a pass/fail measure. Incentive dollars are earned if the vendor has 12 months of data drawn from SCOTI reflecting the volumes served, the rates of recidivism, the rates of employment, the rates of engagement in education, diplomas/certificates/GED’s, employment retention for three months or longer, and both successful and unsuccessful program exits.</p> <p>Failure to track or report on any element above results in a failure to earn these at-risk dollars.</p>
<p>Diploma/GED WIA In-of-school proposals</p>	<p>_____</p> <p>_____</p>	<p>Percentage of youth whose educational status at registration is In- School, High School or less who subsequently obtain a diploma/GED while in the program or within 90 days of exiting the program.</p> <p>Numerator: # of the denominator who have, in their vendor file, a H.S. Diploma or GED or adequate third party documentation of that achievement. A certificate of attendance, but failure to pass high school graduation testing is not adequate for this measure.</p> <p>Denominator: All youth classified as In School, HS or Less at intake that enrolled on or after 07/01/2009 or exited before 6/30/09. Base line for this measure is 85 percent. Subsequent contract years shall include in this measure any youth enrolled after 07/01/2009 with an open status at the beginning of that subsequent contract year, and a close date before the end of that year.</p>
<p>Placement WIA In-school proposals</p>	<p>_____</p> <p>_____</p>	<p>Percentage of all youth who exit and are documented to be employed, in post-secondary education in the military, or are in a qualified apprenticeship program in the 1st quarter after Exit .</p> <p>Numerator: # of the denominator who have, documentation both in SCOTI and in the vendor file that confirms they are currently employed, in post-secondary education, in the military, or are in a qualified Apprenticeship program in the 1ST quarter after exit.</p> <p>Denominator: All youth enrolled on or after 07/01/2009 or exited before 6/30/09. Base line for this measure is 85 percent. Subsequent contract years shall include in this measure any youth enrolled after 07/01/2009 with an open status at the beginning of that subsequent contract year, and a close date before the end of that year.</p>

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**PAYMENT STRUCTURE FOR DOLLARS
“AT RISK” AND “INCINTIVE”**

AREA 13 WIA Youth Provider Name

<p>Post-Secondary Education Or Training</p>	<hr/> <hr/>	<p>Percentage of youth who receive WIA Services that exit the program with or after receiving a high school diploma or GED will enter a degree granting or certificate granting program or certificate granting program within nine months of receiving the Diploma or GED.</p> <p>Numerator: # Of the denominator who have, entered post-secondary education institution or qualified training program. Note: Programs must issue industry skill standard certifications or association developed certificates. Degree granting program must be offered by an accredited institution.</p> <p>Denominator: All youth exiting WIA program with a HS Diploma or GED.</p> <p>Note: There are no “at risk” or incentive dollars tied to this measure, but all providers are required to track.</p>
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ATTACHMENT P

PAYMENT STRUCTURE FOR DOLLARS

“AT RISK” AND “INCINTIVE”

AREA 13 WIA Youth Provider Name

Do not rely on supplemental data searches completed by JFS staff for any measure below. Achievement documented in SCOTI, but without adequate supporting documentation in the case file will not be considered. Youth coded as “Universal exclusions” shall not be included in these measures.

Out-of-School Contracts

<p>Cost per youth served All proposals</p>	<p>_____</p> <p>Youth Served</p> <p>_____</p> <p>Costs billed</p>	<p>A. Number of New youth enrolled into at least one WIA Youth WIA Services on or after 07/01/09 and exited on or before 6/30/10. Youth served in any post-exit follow up period are this measure.</p> <p>The threshold for success in this measure is documented in each vendor's contract as the committed cost per youth served. The volume of youth meeting the criteria above shall be attributed a per-youth cost drawn from the total incurred costs for this contract year.</p>
<p>Ex Offender Hamilton County Juvenile Justice focused proposals</p>		<p>Establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders drawn from this local population and referral source.</p> <p>This is a pass/fail measure. Incentive dollars are earned if the vendor has 12 months of data drawn from SCOTI reflecting the volumes served, the rates of recidivism, the rates of employment, the rates of engagement in education, diplomas/certificates/GED's, employment retention for three months or longer, and both successful and unsuccessful program exits.</p> <p>Failure to track or report on any element above results in a failure to earn these at-risk dollars.</p>
<p>Diploma/GED WIA out-of-school proposals</p>	<p>_____</p> <p>_____</p>	<p>Percentage of youth whose educational status at registration is High School Drop-Out who subsequently obtain a diploma/GED while in the program or within 90 days of exiting the program.</p> <p>Numerator: # of the denominator who have, in their vendor file, a H.S. Diploma or GED or adequate third party documentation of that achievement. A certificate of attendance, but failure to pass high school graduation testing is not adequate for this measure.</p> <p>Denominator: All youth classified as HS Drop Out at intake that enrolled on or after 07/01/2009 and exited before 6/30/09. Base line for this measure is 55 percent. Subsequent contract years shall include in this measure any youth enrolled after 07/01/2009 with an open status at the beginning of that subsequent contract year, and a close date before the end of that year.</p>
<p>Placement WIA out-of-school proposals</p>	<p>_____</p> <p>_____</p>	<p>Percentage of all youth who exit and are documented to be employed, in post-secondary education in the military, or are in a qualified apprenticeship program in the 1st quarter after Exit.</p> <p>Numerator: # of the denominator who have, documentation both in SCOTI and in the vendor file that confirms they are currently employed, in post-secondary education in the military, or are in a qualified Apprenticeship program in the 1ST quarter after exit.</p> <p>Denominator: All youth enrolled on or after 07/01/2009 and exited before 6/30/09. Base line for this measure is 85 percent. Subsequent contract years shall include in this measure any youth enrolled after 07/01/2009 with an open status at the beginning of that subsequent contract year, and a close date before the end of that year.</p>

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PAYMENT STRUCTURE FOR DOLLARS

“AT RISK” AND “INCINTIVE”

AREA 13 WIA Youth Provider Name

<p>Post-Secondary Education Or Training</p>	<p>_____</p> <p>_____</p>	<p>Percentage of youth who receive WIA Services that exit the program with or after receiving a high school diploma or GED will enter a degree granting or certificate granting program or certificate granting program within nine months of receiving the Diploma or GED.</p> <p>Numerator: # Of the denominator who have, entered post-secondary education institution or qualified training program. Note: Programs must issue industry skill standard certifications or association developed certificates. Degree granting program must be offered by an accredited institution.</p> <p>Denominator: All youth exiting WIA program with a HS Diploma or GED.</p> <p>Note: There is no “at risk” or incentive dollars tied to this measure, but all providers are required to track.</p>
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WIA Youth System Building Process

Since July 2007, the SWORWIB Emerging Workforce Development Council has been engaged in the WIA Youth System Building (WIA YSB) process, a two-year grant funded project by the Ohio Department of Job & Family Services. For Workforce Area 13, WIA YSB involves a change in the way local needs are identified, local priorities are set, and local investment decisions are made. The Emerging Workforce Development Council is responsible for carrying out the WIA YSB process by providing oversight for the entire process, confirming local priorities, and monitoring local outcomes. The model is based on the following principles:

- Each stakeholder in the local WIA youth system plays a specific role in building, monitoring, and maintaining the system.
- Setting local youth system priorities is the key to managing an effective system.
- Individuals with strong connections to youth development and workforce development – including education, employers, and economic development – should play prominent roles in identifying local priorities.
- Priorities and funding decisions should be informed by real world data.
- Programs should be implemented based on evidence of effectiveness.

WIA YSB consists of a number of phases, including: system assessment, identification of local priorities, resource assessment and analysis, development of the Request for Proposals, contracting, and monitoring and evaluation. Several teams were convened to collect, analyze, and compile national, state, and local data and research including:

- Local demographical information
- The scope and extent of barriers to success in education and employment for youth nationally, statewide, and locally
- Local labor market conditions
- Employer goals, needs, and priorities
- Other state and local economic and workforce initiatives aimed at impacting identified barriers (i.e. TurnAround Ohio, Agenda 360, Go Cincinnati, Strive, United Way Agenda for Community Impact, etc.)
- The impact of local WIA programming (as collected in Sharing Career Opportunities and Training Information or SCOTI) over the past three years.

Using the research and data gathered, a core team of members from the Emerging Workforce Development Council identified priority issues of concern and corresponding Area 13 System Outcomes that will measure progress in addressing those concerns. In September 2008, the core team presented its recommendations to the Emerging Workforce Development Council who adopted

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and approved them as the basis for investing WIA funding for the contract period beginning July 1, 2009.

Efforts to prevent at-risk youth from dropping out of the educational system, to re-engage those who do, and to assist court involved youth by providing educational services, employment services, retention support, and post-secondary education and training in state certified degree/certificate granting programs are priority goals for the SWORWIB.



Individual Service Strategy (ISS)

- Initial Date: _____ Staff: _____
- Review Date: _____ Staff: _____
- Review Date: _____ Staff: _____
- Review Date: _____ Staff: _____

Identification Section

Name: _____	SSN: _____
DOB: _____	<input type="checkbox"/> In-School <input type="checkbox"/> Out-Of-School
<input type="checkbox"/> Younger (14-18) <input type="checkbox"/> Older (19-21)	<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other
Highest Grade Completed: _____	School: _____
Address: _____	City: _____ ZIP: _____
Tel.: _____	Message #: _____
Reading: _____ Math: _____ Writing: _____	IEP: <input type="checkbox"/> Yes <input type="checkbox"/> No

My Personal Goals Section

A. Career Goal/Pathway(s):

B. Educational Goal(s):

C. Other Goal(s):

Interests and Activities

I am good at:

I enjoy doing:

My strengths are:

Name: _____

SSN: _____



Educational Assessment:

I have graduated from high school or obtained my GED Yes No Date Received: _____

I am currently attending school at: _____

I am currently in grade: _____

Reason for leaving/not attending school (if applicable): _____

Extracurricular activities: _____

Favorite Classes (Why?):

Least Favorite Classes (Why?):

I plan on going to college/training Yes No

If yes, I want to study: _____

Have you enrolled? Yes No

If yes, start date: _____

Name of institution: _____

(Note: If attending complete Occupational Skills Assessment)

Work Readiness Assessment (check all appropriate areas of need):

Are you currently employed? Yes No

Transitional Skills

- T1: Learning Style
- T2: Scheduling
- T3: Personal Skills
- T4: Transportation Strategies
- T5: Crisis Management
- T6: Personal Documents
- T7: Contractual Agreements
- T8: Income Management
- T9: Community Resources
- T10: Independent Living

Job Getting Skills

- G1: Career Exploration
- G2: Labor Market Information
- G3: Job Search Techniques
- G4: Computer Job Search
- G5: Job Applications
- G6: Business Letter
- G7: Resume
- G8: Telephone Skills
- G9: Interview Skills
- G10: Interview Follow up
- G11: Employment Laws

Job Keeping Skills (Complete only if youth is actively employed or participating in a work-based activity):

- K1 - K4 Resources: Understand Employer's Expectations (Attendance, Punctuality, Timeliness, and Multiple Tasks)
- K5 - K14 Interpersonal: Behavior, Communication, Interactions, Customers, Conflicts, and Impacts
- K15 - K20 Information: Gathering, Selecting, Researching, Questioning, Responding and Completing
- K21 - K23 Systems: Workplace Procedures, Safety, and Reporting Systems
- K24 - K26 Technology: Selecting, Maintaining and Using Equipment, Tools and Technology
- K27 - K29 Thinking: Problem Solving, Recognize and Applying Knowledge, and Goal Setting
- K30 - K39 Personal Qualities: Effort & Perseverance, Improving Performance, Self-worth, Take Initiative, Self-control, Trustworthiness, Ethical Choices, Honesty, Personal Hygiene, Task Completion

Occupational Assessment (optional):

Occupational field choice: _____

Have you ever received training for this field? Yes No

If yes, did you successfully complete? Yes No

Have you ever worked/held a job in this field? Yes No

If yes, was your employment full-time for 3 consecutive months? Yes No

Are you in need of specific job/educational training? Yes No

If yes, is training/education directly related to field choice? Yes No

Type of training/education needed: _____

Location(s) of training offered: _____

Comments/Notes: _____



Name: _____

SSN: _____

Plan Development:

Goal #1: _____ **Date Set:** _____

Attained Date: _____ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
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1) _____

2) _____

3) _____

Goal #2: _____ **Date Set:** _____

Attained Date: _____ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
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1) _____

2) _____

3) _____

Goal #3: _____ **Date Set:** _____

Attained Date: _____ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
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1) _____

2) _____

3) _____



Name: _____

SSN: _____

Service Elements:

Recommended Current		Provider	Start Date	Estimated End Date	Provider End Activity	Actual Element End Date
		_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Tutoring, study skills training and instruction leading to completion of secondary school	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Alternative secondary school service	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Summer employment opportunities linked to academic and occupational learning	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Paid/Unpaid work experience	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Occupational Skills	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Leadership development opportunities	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Supportive services	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Adult mentoring	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Comprehensive guidance and counseling, drug, alcohol and domestic violence counseling	_____	_____	_____	_____	_____
<input type="checkbox"/>	<input type="checkbox"/> Follow-up services for at least 12 months (required for all youth)	_____	_____	_____	_____	_____

Contacts:

Name	Relationship/Affiliation	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Comments: _____

Statement of Agreement

With the assistance of my Navigator, I have set the goals and developed the plan of action that is contained in this Individual Service Strategy (ISS) for my participation in the WIA program. I understand and agree to my ISS. I also agree to put forth my best effort to achieve the goals and objectives listed now or added that I have the ultimate responsibility for achieving the goals that I have set. I agree and authorize the release of this and any other information to other service providers that may assist in providing services to me.

Youth Signature: _____ **Date:** _____

Navigator Signature: _____ **Date:** _____