



**Board of Commissioners:**  
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**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**OPERATING THE ONE-STOP AND PROVIDING WORKFORCE  
DEVELOPMENT SERVICES TO ADULTS AND DISLOCATED WORKERS**

**Bid # RFP 07- 015**

**Issued by**

**Southwest Ohio Regional Workforce Investment Board**

**In partnership with**

**The City of Cincinnati and Hamilton County**

**Date Issued: November 13, 2007**

**RFP CONFERENCE: November 27, 2007 (9:00 a.m.)**

**Place: Hamilton County Administration Building**

**6<sup>th</sup> Floor, Room 605**

**138 East Court Street**

**Cincinnati, OH 45202**

**Due Date for Proposal Submission: January 17, 2008**

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**REQUEST FOR PROPOSALS (RFP) FOR  
OPERATING THE ONE-STOP AND PROVIDING WORKFORCE DEVELOPMENT  
SERVICES TO ADULTS AND DISLOCATED WORKERS**

**The Southwest Ohio Region Workforce Investment Board**

**Vision:**

To become THE model workforce development system.

**Mission:**

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

**Values:**

- Long-term economic growth of our region;
- A premier workforce development system that will ensure the economic competitiveness of employers and workers;
- A system that encompasses more than WIA programs and works to encourage and strengthen partnerships and alignment of programs;
- A customer driven system – two primary customers are the job seeker and business;
- Strong business leadership;
- Maximization of the employment potential of the individual;
- Promotion of worker self-sufficiency through reducing barriers to self-sufficiency and increasing workforce participation, retention, and advancement
- Positive and measurable impact on the success of employers and workers in the entire community; and
- Continuous improvement at system, center, and program levels.

# **1.0 REQUIREMENTS & SPECIFICATIONS**

## **1.1 Introduction for the Request for Proposal**

### **Authority**

The Southwest Ohio Region Workforce Investment Board (WIB), in partnership with the City of Cincinnati and Hamilton County, is issuing this Request for Proposals (RFP) for Workforce Area 13, which includes the City of Cincinnati and Hamilton County. Hamilton County Job & Family Services (HCJFS) is the designated administrative entity and fiscal agent for the Southwest Ohio Region Workforce Investment Board.

HCJFS receives policy guidance from the WIB, 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.

### **1.1.2 Purpose**

This Request for Proposal (RFP) solicits cost-effective proposals for the purpose of:

1. Operating a One-Stop Center and other service access points for federally funded One-Stop partners as required by WIA, and other community partners serving employers and customers seeking jobs, career counseling, training, and advancement. (See Attachment B for a list of Required Partners in this region.)
2. Providing more intensive workforce development services for eligible adults and dislocated workers (“WIA services”), including WIA-funded training.

These services will follow the requirements of the Workforce Investment Act (WIA), local WIB policies, a Memorandum of Understanding (MOU) governing One-Stop partners' responsibilities (until June 30, 2009,) and Area 13's Business Plan. The Business Plan, which took effect July 1, 2005, incorporates agreements of One-Stop partners for operation of and contributions to the One-Stop. The Plan contains an assessment of current workforce development resources, description of current operation, a market trends analysis, a marketing and communications plan, goals and measures of success, a strategic plan, and financial resources.

**Entities, individual providers or partnerships, should propose to operate both the One-Stop Center and WIA services for adult and dislocated workers.** The successful entity may subcontract with other entities with prior approval of the WIB and the Administrative Entity.

The WIB encourages innovative service delivery proposals that meet the purposes of this RFP, and are characterized by integration, accountability, continuous improvement and results. Through these services, the WIB expects to achieve a measurable and positive impact on the success of employers and workers, and therefore the economic development and standard of living of the region. The WIB also hopes and expects the One-Stop Center will become the "first stop" for employers and job seekers in the region.

This Request for Proposal is not in itself an offer for work, nor does it commit the Southwest Ohio WIB to fund any proposals submitted, nor are we liable for costs associated in the preparation or research of proposals.

### **1.1.3 Eligible Proposers**

Through this RFP, the WIB is endeavoring to identify experienced and effective entities to perform this work. The entity may be a single provider or a partnership of workforce development organizations, including WIA One-Stop partners. Each entity should have a lead agency that will hold the contract and serve as fiscal agent.

Eligible Proposers may fall within any of the following categories:

1. Established Community-based organizations (CBO)
2. Public Agencies
3. Private For-Profit Businesses
4. Private Non-Profit Businesses
5. Educational entities with the exception of primary and secondary schools

All Proposers must demonstrate existing capacity and commitment to –

1. serve the One-Stop's target populations
2. operate cost-effectively
3. operate in a continuous improvement mode guided by customer needs, satisfaction, and success, and
4. meet state and local performance standards.

**Funding is not available to allow for training of inexperienced providers.**



## 1.1.4 Legislative Background

The Workforce Investment Act is the federal employment and training law that replaced the Job Training Partnership Act (JTPA). Implemented on July 1, 2000, WIA is designed to consolidate, coordinate and improve federally funded employment, training, literacy and vocational rehabilitation programs for the purpose of helping job seekers find work at self-sufficient wages and employers meet their workforce needs.

The Workforce Investment ACT reflects seven key principles

**Streamlining services.** The Act restructures approximately sixty (60) workforce development programs into an integrated workforce investment system that can better respond to the employment needs of its customers--employers as well as current workers, unemployed workers, workers dislocated due to restructuring or downsizing, and new entrants to the labor force.

Streamlining services through better integration on the street level is a core principle of the One-Stop delivery system. A WIA One-Stop Center integrates core customer services of federally funded workforce development and employment programs for the public and regional employers. One-Stop Partner programs and other providers will co-locate, coordinate, and integrate activities and information so the system as a whole is coherent and accessible for individuals and businesses alike.

**Empowering individuals.** First, eligible adults are given financial power to use Individual Training Accounts (ITA's) at qualified institutions. These ITA's supplement financial aid already available through other sources or, if no other financial aid is available, they may pay for all the costs of training. Second, individuals are empowered with greater levels of information and guidance. Third, individuals are empowered through the advice, guidance, and support available through the One-Stop system and the activities of the One-Stop partners.

**Universal access.** Any individual will have access to the One-Stop system and to core employment-related services. Any member of the workforce, whether employed or unemployed, should have access to information about job vacancies, career options, student financial aid, relevant employment trends, and instruction on how to conduct a job search, write a resume, or interview with an employer is available to any job seeker in the U.S., or anyone who wants to advance his or her career. The law emphasizes the importance of serving employers and promotes the employer as at least an equal customer with the job seeker in the One-Stop system.

**Increased accountability.** The goal of the Act is to increase employment, retention, and earnings of participants, and in doing so, improve the quality of the workforce to sustain economic growth, enhance productivity and competitiveness, and reduce welfare dependency. The Act identifies core indicators of performance that State and local entities managing the workforce investment system must meet – or suffer sanctions. Training providers and their programs must also demonstrate successful performance and customer satisfaction to remain eligible to receive funds under the Act.

**Strong role for local boards and the private sector.** Local, business-led boards will act as “boards of directors,” focusing on strategic planning, policy development and oversight of the local workforce investment system. Business and labor have an immediate and direct stake in the quality of the workforce investment system. Their active involvement is critical to the provision of essential data on what skills are in demand, what jobs are available, what career fields are expanding, and the identification and development of programs that best meet local employer needs.

**State and local flexibility.** States and localities have increased flexibility, with significant authority reserved for the Governor and chief elected officials to build on existing reforms in order to implement innovative and comprehensive workforce investment systems tailored to meet the particular needs of local and regional labor markets.

**Improved youth programs.** Youth programs must be linked more closely to local labor market needs and community youth programs and services, with strong connections between academic and occupational learning. Youth programs include activities to promote youth development and citizenship, such as leadership development through voluntary community service opportunities and targeted opportunities for youth living in high poverty areas. A Youth Zone will be located at the One-Stop, where orientation, assessment, and eligibility will take place, and a specialized resource room will be housed.

The US Department of Labor (DOL) considers the reforms embodied in WIA to be pivotal and not “business as usual.” “This legislation provides an unprecedented opportunity for major reforms that can result in a reinvigorated, integrated workforce investment system.... The success of the reformed workforce investment system is dependent on the development of true partnerships and honest collaboration at all levels and among all stakeholders.”

**Note:** Congress has not passed the reauthorization of the Workforce Investment Act of 1998. In the event the law is reauthorized, changes may occur during the contract period which may impact the contract, funding, service delivery, and performance measures.

The Workforce Investment Act and Regulations are available on the Internet at:  
[www.doleta.gov/regs](http://www.doleta.gov/regs)

### **1.1.5 Required WIA Activities**

The goal of the One-Stop is to provide seamless and streamlined services with no “wrong door” to universal customers and employers. The operator takes the leadership with required and community partners on operational issues and in the development of integrated services and implementation of the Memorandum of Understanding (MOU) and future agreements. This role is described in more detail in section 1.2 Scope of Services, section A.

The One-Stop --

1. Serves as a single point of entry for job seeking universal customers and management of customer flow through service tiers and among partner services.
2. Provides centralized intake, orientation, and initial assessment for the public seeking employment assistance from all One-Stop partners, and a streamlined path from one partner to another using a common referral process.
3. Offers core services for the universal customer seeking employment or advancement: These are self-service activities and services with modest staff assistance.
4. Offers business services that provide a single point of contact for employers in search of qualified candidates, tailored services, and on-the-job training and customized training.

WIA services for eligible adult and dislocated workers operate within the framework of the One-Stop Center. They are available to customers who require assistance beyond unassisted core services to secure employment. Services required by WIA include but are not limited to:

1. Staff assisted “core” services that include but are not limited to career counseling, job development, and job readiness workshops.
2. Intensive services, such as comprehensive assessment and career planning.
3. Training Services for customers whose assessment results indicate a need for occupational skills training through individual training accounts (ITAs), on the job, and customized training.
4. Rapid Response for employees of businesses facing lay-offs.

See Section 1.2, Scope of Services for more detail about these requirements.

Successful Proposers for the One-Stop operator and WIA services will be expected to operate in the following manner:

1. Carry out policies and directives of the Southwest Ohio Regional Workforce Investment Board.
2. Operate within the framework of the Business Plan and agreements among One-Stop partners.
3. Meet all applicable local, state, and federal laws and guidance requirements related to these services. (See Attachment C for websites referencing these requirements).
4. Emphasize high quality customer service and products, making use of best practices information in service design and operation.
5. Offer a range of employment services that can address the employment needs and life circumstances for each job seeker, promote self-sufficiency, and increase career opportunities, skills, retention and advancement.
6. Use strategic approaches to engaging employer sectors and recruiting and training of job-seekers.
7. Operate in a continuous improvement mode guided by customer needs, satisfaction, and success and performance standards, while achieving cost-effectiveness.
8. Meet state/federal WIA performance standards for employment, retention, achievement of credentials, earnings, and customer satisfaction.

### **1.1.6 Target Populations**

The One-Stop Operator must provide the services described in this RFP to the following customers, as appropriate and within funding/eligibility guidelines:

1. Employers seeking labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc.
2. The general public (the universal customer) seeking Core Services;
3. Adults and dislocated workers (including displaced homemakers) who meet the requirements for WIA services.
4. Individuals seeking specialized services such as veterans, ex-offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability or cultural barriers, such as Hispanics, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Readjustment Assistance (TRA), NAFTA, etc.
5. Former WIA enrollees to whom follow-up services are to be provided.
6. Non-custodial parents of the children supported by public assistance.

Any adult, ages 18 or older, who is a U.S. citizen or who is a non-citizen authorized to work in this country, is eligible to receive WIA assisted core services. In addition, males who are subject to registration requirements of the Military Selective Service Act must have complied with those requirements to be eligible.

The “WIA” customer: An adult may also be eligible and suitable to receive intensive and training services. If the region is operating under the local limited funds and priority of service for adults’ policy, additional eligibility factors may be in place. WIA also allocates funds for intensive and training services for dislocated workers (see Attachment A for definition of eligible dislocated workers).

Dislocated workers may receive services regardless of income, if they meet the definition of dislocated worker. The exception is customized or on-the-job training, where to be eligible their wages must be below self-sufficiency for dislocated workers (90% of the customer's previous salary if that salary was above 200% of poverty).

In addition, customers requesting training must be prepared to enter training directly linked to the employment opportunities in two of the three following: high demand, high wage defined as 175% of the minimum wage, and high skills according to labor market information published by the Ohio Department of Job and Family Services, Labor Market Division. The WIB may prioritize the industries for which training dollars will be available.

### **1.1.7 Service Number**

There were approximately 8,599 universal customers served and 1,602 registered as WIA customers from 7/1/06 – 6/30/07 at the One-Stop. The DOL is pushing for more WIA customers to be served and registered in the future. This data is provided for planning purposes only. The WIB does not guarantee the current service level will increase, decrease, or remain constant.

### **1.1.8 Partnerships**

We expect the successful bidder to have clearly defined partnerships and/or arrangements for subcontracts to deliver a breadth of services needed by, but not universally available to subsets of local job seeking populations including, but not limited to ex-offenders and mature job seekers.

Both the Act and the local WIB encourage partnering and collaboration to deliver the most effective services and have the greatest possible community impact. In addition to partners required by WIA legislation, suitable partners include, but are not limited to, community based workforce development organizations, companies offering workforce development services, public agencies, educational institutions, and faith-based organizations.

If a proposal involves partnerships with entities, it must present a plan for effective collaboration at both direct service and management levels. It is recommended that the proposal present evidence of a meeting or direct conversation with One-Stop partners required by WIA legislation (see Required Partners – Member of the Board contact person – in Attachment B). For each designated partner, the proposal must include a letter of agreement generally outlining the partnership and the activities, services, WIA resources planned, and resources each partner will contribute.

Before funding, these partnerships will have to be firmly established by means of formal teaming agreement or sub-contract, whether developed as an umbrella agreement with a variety of agencies, or independently with a particular partner. The agreement must contain, at a minimum, the following information:

1. A description of which services will be provided by each partner
2. A description of procedures for managing the partnership and communicating among partners
3. How the costs of services and operating costs of the partnership will be funded
4. Duration of the agreement and procedures for amending the agreement
5. Other provisions as agreed upon by the parties

The existing MOU among One-Stop partners and the Business Plan finalized in March 2007 spell out the minimum contributions of the One-Stop partners required by WIA legislation section 121c(2) of Title I of the Workforce Investment Act (WIA) of 1998.



### 1.1.9 Performance Measures and Standards

The successful Proposer will be expected **to meet or exceed** each State performance standard. The performance standards have been negotiated between the State of Ohio and the United States Department of Labor under the State's Common Measures waiver. The measures and standards for Program Year 2007 (PY07) are as follows:

<b>Adults – Measures</b>	<b>Standard</b>	<b>Dislocated Workers –Measures</b>	<b>Standard</b>
% exited adults employed in 1 <sup>st</sup> quarter after exit	77%	% exited dislocated workers employed in 1 <sup>st</sup> quarter	86%
% exited adults employed in 1 <sup>st</sup> quarter after exit who are also employed in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit	86%	% exited dislocated workers employed in 1 <sup>st</sup> quarter after exit who are also employed in 2 <sup>nd</sup> in 3 <sup>rd</sup> quarters after exit	91%
Average earnings of all adults in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit	\$14,000	Average earnings of all dislocated workers in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit	\$16,670
Participant customer satisfaction	78%*	Employer satisfaction	73%*

\*Satisfaction measures are for Program Year 2006. Measures for Program Year 2007 have yet to be established.

Additional details regarding these performance measures can be found in Attachment D.

All State/federal non-youth performance standards are measured only for exited customers and in the first, second and third quarters after exit and after the relevant performance related employment data is available in the State's Labor Exchange database. Consequently, data available through the state database system that pertains to State performance standards has a substantial time lag. Due to the substantial time lag, measures other than the State performance standards will be used for incentives or profit payments. See list of potential measures, whose standards are subject to negotiation, in section 2.2.3 Budget and Cost Considerations.

### **1.1.10 Reporting**

The provider of WIA services for adult and dislocated workers collects required information to complete the following documentation.

1. customer applications,
2. documentation of eligibility for core, intensive and training services,
3. documentation of end of “activity” or level of service
4. employment verifications
5. documentation of exit of customers
6. documentation of customer follow up after exit.

The WIA services provider will be fully responsible for eligibility determination and data entry into SCOTI.

HCJFS will arrange training and ongoing technical assistance for designated provider staff as necessary. HCJFS will institute a quality assurance system to monitor for timeliness and accuracy/ completeness of entered information. The size of the sample files reviewed will be adjusted dependent on issues and problems that may arise.

Other required reporting is described in the Scope of Services Section 1.2

### **1.1.11 Subrecipient**

If awarded a contract through this RFP, the selected Provider(s) will be designated as a “subrecipient” as referenced by ODJFS’ rule OAC 5101:9-1-88. A subrecipient is defined as a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. The selected Provider will have some of the same restrictions and requirements as the federal, state, and local governments/organizations. The auditing standards set forth in Office of management and Budget (OMB) Circular A-133,210(b) budgeting protocols, and federal budget/cost guidelines are all applicable to the subrecipient entity.

#### **1. Indications of a subrecipient relationship include one or all of the following:**

- A. Provider determines who is eligible to receive what federal financial assistance;
- B. Provider has its performance measured against whether the objectives of the federal program are met;
- C. Provider has responsibility for programmatic decision-making;
- D. Provider has responsibility for adherence to applicable federal program compliance requirements; and
- E. Provider uses the federal funds to carry out a program of the organization, as compared to providing goods or services for a program of the pass-through entity.

#### **2. Subrecipient Monitoring**

Subrecipients will be monitored according to OMB Circular A-133.400(d)(3)(4) and OMB Circular A-102.40(a). **See Attachment E** Subrecipient Monitoring Guidelines (monitor requirements are subject to change at the discretion of the administrative entity).

## **1.2 Scope of Services**

### **1.2.1 One-Stop Operator**

#### **1. Program Facilities**

- A. Provide a full-service One-Stop Center at 1916 Central Parkway, a satellite within the city limits away from the downtown area and one in the balance of Hamilton County outside the City of Cincinnati. The established site and satellites shall be easily accessible to neighborhoods with high rates of unemployed and under-employed customers in the City of Cincinnati and the balance of Hamilton County. Satellites are currently located at 110 Boggs Lane, Suite 185, Cincinnati, OH 45248 and at Jordan Crossing, 1740 Langdon Farm Road, Cincinnati, OH 45237.
- B. Seek and implement alternative access points to make workforce development services accessible to Hamilton County and the City of Cincinnati residents in a cost-effective manner.
- C. Provide a functioning One-Stop that is professional and inviting in appearance with easy customer flow, and clear signage for readers and non-readers, and signage in Braille
- D. Maintain facilities and services to assure ongoing State certification at level two as detailed in state and federal guidance.  
([www.Ohioworkforce.org/OneStop/OneStopCertif.stm](http://www.Ohioworkforce.org/OneStop/OneStopCertif.stm))
- E. Staff and furnish a resource area for use by the public.
- F. Offer hours convenient to customers and appropriate to the number of customer visits: schedule to include extended hours as necessary. Adjust hours as necessary in response to usage and customer satisfaction data.
- G. Make available, at no cost, meeting/training space to the Administrative Entity, the Chief Elected Official, the Workforce Investment Board (WIB), and other employment related organizations.
- H. Provide space for a “youth zone,” for a youth resource room, and for orientation, eligibility determination, initial assessment, and other activities.

- I. Assure space is available in the One-Stop Center for Partner services per agreement between the partners, the WIB, and the One-Stop operator.
- J. Provide web-based technology to support administrative, program and fiscal accountability, which includes but is not limited to: tracking information on customers, on employers, and One- Stop partners, direct job postings, resume management, application tracking and workflow management reporting.
- K. Support and implement the Workforce Investment Board's decision on the region's name for the One-Stop system and promote visibility of name, logo, and tagline. Use the name and logo in signage, forms, stationery, logo, marketing, internet access, and other media under the auspices of this project.
- L. In the event of contract termination, all leases, software licenses, and the telephone numbers will be assigned to Administrative Entity and equipment, materials, and supplies returned to Administrative Entity, assuming Administrative Entity will accept assignment. The vendor will inventory and maintain all purchased and transitioned equipment. One-Stop Center's name and logo, including signage, communications, web sites, and marketing materials, will remain the property of the Administrative Entity.

## **2. Outreach & Recruitment**

- A. The One-Stop operator is responsible for aggressive marketing to job seekers and customers seeking job advancement and training, including to such target groups as the unemployed; ex-offenders, persons with disabilities, few skills, little work history or education, or personal barriers; persons with cultural or language barriers, such as Hispanics; young adults, older workers, skilled workers and professionals.
- B. In collaboration with the Workforce Investment Board and required partners, market, promote and advertise the one-stop center to educate employers, training institutions, targeted groups and the general public about what services are available; their benefits and how to access them; and industries given priority for training and placement.

Include specialized outreach methods and marketing to non-traditional and hard-to-reach or hard-to-serve groups. Target neighborhoods with high unemployment.

### **3. Services For Core Customers**

- A. The One-Stop Center will offer integrated services of partners in a seamless and streamlined fashion. Adaptations will be available for specialized populations such as those with significant language and cultural barriers including Hispanics, people with disabilities, as well as people with other challenges.
- B. Services available to the core customer will include the following. Some of these services will require WIA registration.
- C. Outreach, intake, and orientation to the One-Stop Center. Orientation to the One-Stop center and to the One-Stop system of partner services will be available via print, videotape, and workshop or one-on-one with a One-Stop representative. Following orientation, the individual will either start working independently on career exploration and job search, or be referred for more specialized services with one or more of the one-stop partners, including WIA Title I Adult and Dislocated Worker assisted core, intensive or training services, as well as to other community partners.
- D. Initial assessment of skill levels, aptitudes, abilities, and need for supportive services. This is accomplished in a one on one interview to gather a recent job history, provide a quick analysis of local demand for customer's occupational skills, and the individual's job seeking skills. Initial assessment may include identification of customers' type of unemployment (functional, structural, seasonal or cyclical) and any transferable skills the customers may have.
- E. Initial development of employment plan.
- F. Job search and placement assistance

G. A resource room with self-service information to help customers in selecting careers, job searching, job matching, placement, retention and advancement through ample computers, print, video, and other media. The resource room should be designed for ease of customer use, and staffed with technologically expert professionals who can answer questions and assist in information searches, decisions, and connections to services.

The resource room provides access to

1. Labor market information including job vacancy listings, job skill requirements for job listings, and information on employment trends and career options, available training, and employment law
2. Information on resume writing, interview techniques, and application completion
3. Performance and cost information on eligible training providers and information on financial aid
4. Performance information on the local One-Stop delivery system
5. Information on One-Stop partner services

H. Information on supportive services including how to obtain them, via print, the One-Stop web site, or One-Stop representative.

I. Information regarding filing for Unemployment Compensation.

J. Access to employability workshops, including workshops that develop “soft skills” such as effective oral communication, team-building and problem solving and workshops on the use of technology for the job search.

1. Information on performance and cost of Eligible Training providers
2. Performance information on the local One-Stop system.
3. Help with establishing eligibility for WIA services and for other training and education programs.
4. Following up with customers to ascertain progress in achieving career goals to direct them to other core services, partner services or WIA services.

#### **4. Customer Data Collection**

- A. Secure basic information as required by DOL, ODJFS, and the Administrative Entity on each business and job seeker customer using One-Stop Center Services. Track repeat customers.
- B .Register all job-seeking customers using One-Stop services in the state of Ohio database system, SCOTI, or in a comparable system authorized by the state of Ohio, collecting the basic information required. SCOTI Labor Exchange (LE) is the state of Ohio database system that supports labor exchange activities for job seekers and employers.
- C. Administer the Gstars database system currently in operation at the One Stop. Gstars is a system that provides One Stop customers with scannable electronic cards that facilitate access to the One Stop and services within. Gstars allows One Stop staff to track and report on customer usage of the One Stop and services. Provider will manage Gstars system to ensure easy customer access to the One Stop. Provider will use the Gstars system to track and report on customer activities as requested by the WIB and administrative entity. To the extent possible, Provider will attempt to minimize duplication created by the presence of two database systems by moving toward a more unified, simplified tracking methodology with direction from the WIB and with input from the state and the administrative entity.
- D. Complete required paperwork on WIA customers and enter customer information into SCOTI on same day as customer visit.

#### **5. Business Services**

- A. Use strategic approaches for supporting regional economic development and providing employers with a job-ready trained workforce, following the direction of the Workforce Investment Board policies and its Business Plan. These approaches will include but not be limited to:



1. Focusing resources on a small number of industrial or occupational sectors as directed by the WIB, such as health care, construction, customer service/banking or retail. Sectors will have two of the following --high staffing needs, self-sufficiency wages (including availability of benefits and opportunities for advancement), and need for skilled workers.
2. Identifying sectors on which to focus resources through such means as analyses of labor market information (LMI), employer advisory groups, focus groups, surveys, collaboration with regional planning or economic development groups, etc.

B. With the WIB and Administrative Entity staff, work with industry or occupational sectors to:

1. Identify ongoing and emerging needs of these employers: what skills potential employees need, what career fields are expanding, and what jobs are available.
2. Identify and/or develop training programs/institutions that meet the criteria of the industrial sector and can be certified as satisfactory
3. Obtain lists of job openings.
4. Endeavor to obtain agreement from employers to hire persons successfully completing certified training.
5. Addressing employer and sectoral skill shortages through upgrading of job seekers' basic, job readiness (including soft/SCANS skills) or occupational skills. Strategic recruitment of and programming for other employers.
6. In demand occupations, offering self-sufficient wages, benefits, and chances for advancement.
7. Reflecting economic development priorities
8. Willing to hire people with special challenges, such as ex-offenders, people with significant language or cultural barriers including Hispanics, the disabled, and people with little work history.

9. Recruitment of job seeker customers with skills required by employers tailoring services to meet specific employer or sectoral needs. This includes resolving employer needs and brokering services.

C. Recruit employers:

1. Work with intermediaries such as the Chamber of Commerce and economic development entities to recruit employers.
2. Communicate with/market to area employers about One-Stop Center services and other community services using a variety of approaches.
3. Increase partnerships with employers and employer organizations.
4. Coordinate employer contacts and placement services with One-Stop partners, training vendors, and the WIA Youth Zone provider to ensure comprehensive non-duplicative products and services.
5. Provide services to area businesses that address not only their current labor needs but assist in preparation for future labor needs. Services may include but not be limited to;
  - a. Development of an Individual Employer Plan and record of services requested and provided. This should be tailored to the needs of individual employers or sectors;
  - b. Information about tax and other incentives for participating in center services;
  - c. Information about on-the-job training opportunities, using information obtained from such organizations as economic development organizations and local chambers of commerce;
  - d. Information about best practices such as effective hiring and employee retention practices;
  - e. Working directly with the local businesses to identify job openings, training needs and opportunities within their company;
  - f. Assisting with recruiting, interviewing and screening of applicants as needed and providing space for on-site interviewing;

- g. Providing employers with access to expanded labor pools and assisting in their recruitment through posting job orders and matching them with One-Stop customers if they meet employers' minimum requirements;
  - h. Hosting general and customized job fairs for occupation, industry, or employer;
  - i. Communicating to employers options for training and training funding, as well as tax benefits and other incentives for participating in One-Stop Center services;
  - j. Offering links to WIA training services to support on-the-job and customized training to employers whose jobs meet the criteria set forth by the Workforce Investment Board and who enter into agreements as set forth by the Workforce Investment Board policy;
  - k. Brokering the provision of support services to WIA customers who are new and incumbent employees of participating businesses, including retention services;
  - l. Making full use of SCOTI's Labor Exchange services, including job matching;
  - m. Offering on the job training and customized training for new workers, including Veteran's OJT; and
  - n. Following up with employers to assess their need for further assistance.
6. Collect customer satisfaction information from employer customers that include satisfaction with employees they hired who received WIA supported occupational or on-the-job training.

## **6. Collaboration**

- A. Collaborate with the One-Stop's partners to bring additional services to the One-Stop Center. Enter into financial agreements/subcontracts with partners for cost sharing in accordance with the Workforce Area 13's Business Plan. Provide leadership and coordination for the integration of partner services into One-Stop Center organization and implementation of the Memoranda of Understanding and subsequent agreements with One-Stop partners.
- B. Improve customer access to One-Stop partner services through implementing a common intake and referral process. Strive to streamline services and minimize duplication.
- C. Work with the WIA youth services providers to familiarize youth with the full array of One-Stop Center services
- D. Leverage additional funding streams including those that support training, as well as in-kind and monetary contributions from regional organizations and businesses.
- E. Collaborate with other pertinent organizations in the community to meet the needs of customers
- F. Collaborate with the WIB to implement workforce development system initiatives and specific grant activities.
- G. Collaborate with the state, administrative entity and One-Stop partners as necessary to manage dollars distributed by the State of Ohio for initiatives related to One-Stop services. Specific dollar figures are currently unknown. Prior examples of such initiatives are the Incumbent Worker Training Program, the Veterans Rapid Response Program (VR2), the Veterans Short-Term Training Program (VSTP), and Workforce Development Monthly events.

## **7. Continuous Improvement**

- A. Ensure ongoing improvement of One-Stop Center services. Improvement should focus on but is not limited to program utilization, performance outcomes, customer satisfaction, and cost effectiveness.

- B. Establish a program of staff capacity building, within and across partners. Report on training undertaken in the monthly report.
- C. Develop and implement a quality assurance process that provides information for improving performance. The process will focus on the effectiveness of the One-Stop in
  - 1. Addressing customer needs
  - 2. Satisfying customers
  - 3. Helping job seekers gain self-sufficient employment
  - 4. Achieving state and local performance standards
- D. Collect and analyze appropriate data for quality assurance, continuous improvement, and reporting purposes. These may include but not be limited to:
  - 1. Trends in the numbers of customers (employers and job seekers) using the One-Stop for the first time, and the number of repeat uses of services
  - 2. Wage and placement outcomes
  - 3. Customer satisfaction rates for job seekers and employers. Customer satisfaction samplings will be conducted quarterly at a minimum for customers receiving different levels and types of services.
  - 4. Demographics of customers
  - 5. Data related to performance standards and required for reports
  - 6. Business contacts that result in job orders and other services.
  - 7. Effectiveness in filling job orders.

- E. Implement process and schedule for reviewing and analyzing performance data internally and with partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day to day operations and continue to apply corrective actions until performance meets standards
- F. Report quality assurance data and the results of quality assurance reviews and improvements in monthly reports
- G. Implement, as necessary, new strategies to improve the delivery of services offered at the One-Stop Center

## **8. Reporting**

- A. Provide on a timely basis all reports required by this contract, the Workforce Investment Board, the Administrative Entity, and any other legal authority. This will include at a minimum:
  - 1. Monthly expenditure reports following format approved by the Administrative Entity
  - 2. Monthly narrative and statistical reports on contract progress following content and format instruction approved by the Administrative Entity. These will include performance charts on specified indicators.
- B. Retain all records for the program for a period of three (3) years after the last audit. Records are public and must be made available upon written request.

## **9. Performance Standards**

- A. Meet state and federal performance standards (see page 17 for Common Measures)
- B. Meet local performance standards as negotiated.

## **1.2.2 WIA Services for Adult and Dislocated Workers**

### **1. Outreach and Recruitment**

- A. Implement an outreach, marketing, and organizational collaboration strategy to enroll adult and dislocated workers in WIA services and to meet performance standards.
- B. Manage enrollment of adult and dislocated workers into WIA services to maximize funding allocations for adult and dislocated workers.

### **2. Rapid response**

- A. Leverage and coordinate community and public resources for lay-offs, including linking to One-Stop partner and Trade Act programs (see <http://www.doleta.gov/tradeact/> for more information on these programs) and promote seamless delivery of services to affected businesses and employees.
- B. Implement a strategy for marketing and promoting Rapid Response so that everyone involved in dislocation events is aware and takes full advantage of the full range of available re-employment services, including notification of impending layoffs prior to WARN notices or not meeting the criteria to trigger a WARN notice.
- C. Respond to all rapid response requests within 48 hours of WARN notification. In conjunction with the affected companies, develop a rapid response tailored to the needs of company's employees, involving One-Stop partners as appropriate.
- D. Provide services in locations and at times convenient for affected workers.
- E. Provide personnel and resources to assist regional businesses with activities such as mass hirings and layoffs upon request.
- F. Provide dislocated workers information and access to unemployment compensation benefits, comprehensive One-Stop services, and employment and training activities, including information on the Trade Adjustment Assistance program.

- G. If requested, assist in establishing a labor-management committee or a workforce transition committee of voluntary representatives of the employer and affected workers to oversee an implementation strategy that responds to the reemployment needs of the workers.
- H. Meet standards for service delivery: timely response, personal contact with affected employees, employee satisfaction
- I. Conduct career awareness workshops for dislocated workers requesting and/or assessed as needing them.
- J. Host workshops as needed and maintain records of outcomes.
- K. Make presentations at local Unemployment Insurance Profiling/Re-employment Services meetings

### **3. WIA Registration**

- A. In accordance with appropriate federal and state guidance, including ODJFS WIA guidance Letter 6-2000 and USDOL Training and Employment Guidance Letter 17-05, make determination that places customer in the appropriate reporting system, i.e. the WIA or Wagner-Peyser program reporting system and/or performance calculations. Enroll customers receiving WIA funded, staff-assisted services in WIA Core, Intensive or Training services as appropriate. Enter customer data into SCOTI or appropriate state-authorized tracking system to accurately reflect customer status.
- B. Obtain the Core, Intensive and Training services information as required by Department of Labor's Workforce Investment Act Standardized Record Data (WIASRD) and any local data elements from job seekers at time of enrollment

### **4. WIA Core Services**

- A. Provide customers with orientation to the available WIA Services, including assisted core, intensive and training services. Provide adaptations for special populations, such as Hispanics, the disabled, and other people with challenges.



- B. Schedule all customers assessed as needing Staff Assisted Core Services (requiring registration) for these services within one business day.
- C. Provide the following Core Services (requiring registration as a WIA participant included in the performance calculations) to the eligible customer:
  - 1. Staff assisted job search and placement assistance, including career counseling
  - 2. Staff assisted job referrals, testing and background checks
  - 3. Staff assisted skill building
  - 4. Staff assisted employability workshops and job clubs
- D. Offer all Core customers who request staff assisted skill development an assessment resulting in a focused job choice and income growth goal, including specific salary/benefit expectations, and potential employer/company choices
- E. The primary goals of assessment:
  - 1. Gather enough data to compile a comprehensive picture of the customer's assets, skills, barriers and interests. Work with the customer to gather Labor Market Information to identify a realistic career goal that will lead to self sufficiency or advancement.
  - 2. Evaluate the customer's need for supportive services and community referrals
  - 3. Assess the customer's skill levels in reading and math to facilitate job matching
  - 4. Identify transferable skills
  - 5. Identify reason for customer's unemployment
- F. Use the data to assist customers enrolling in Core Services with designing an Individual Employment Plan (IEP) that helps the customer make informed decisions about employment options. The IEP should incorporate realistic goals matching the customers' aptitudes, skills and desires.

The IEP is updated continuously to reflect the customers' changing needs as circumstances change and career goals develop and are achieved. The IEP also documents follow-up plans for customers referred to training and updates regarding progress. The IEP should reflect labor market conditions and employment opportunities.

- G. Provide specialized services, as needed for customers with disabilities and/or other challenges, including persons with cultural or language barriers, such as Hispanics, and ex-offenders.
- H. Offer assessment service to all customers with a disability. Fast track job seekers with disabilities to intensive services with a One-Stop partner as needed. Provide initial assessment services to individuals with disabilities through the use of video magnifiers, oral administration of assessments and through case-by-case coordination with partnering organizations serving individuals who are disabled.
- I. Provide job readiness workshops that focus on job search, job obtainment, soft skills such as effective oral communication, team-building and problem solving, and job retention skills, making use of best practices information about effective training methodology for adults. Gather and incorporate information from employers and other sources about appropriate content for job readiness curriculum. Obtain customer satisfaction data from both employer and job seeker customers about the effectiveness of the workshops.
- J. Provide job placement services to customers as identified in their IEP
- K. Provide job retention services beginning at customer intake, planning for job retention and offering supports to remove potential barriers to long-term employment.
- L. Provide follow-up services as appropriate to WIA customers for up to 12 months after program exit. Follow-up services may include but not limited to:
  - 1. Help the customer during his or her initial period of employment.
  - 2. Evaluate and provide on-going support services and training as necessary.
  - 3. Assist the customer in retaining employment and advancing on the job.

4. Provide rapid re-employment services, as needed, to help customers (who leave their jobs) find new jobs quickly.
5. Document follow up activities in the customer's case file or SCOTI case notes, including information on wage changes, alterations to the IEP, significant developments or setbacks in the customer's progress.

## **5. Intensive Services**

- A. Regulating the movement of WIA customers from "Assisted Core" to "Intensive" Services according to Federal, State, Policy Board and Jurisdictional policies. Move prompt customers from Assisted Core to Intensive services without delay after customer is determined to be in need of intensive services.
- B. Prior to moving from Core into Intensive Services, customers will
  1. Receive at least one assisted core service.
  2. Demonstrate their inability to attain self-sufficiency without Intensive Services.
  3. Have been determined eligible and suitable to receive intensive services.
  4. Develop and provide on-site access to the following Intensive Services to Customers.
  5. Comprehensive and specialized assessment, such as diagnostic testing, vocational interest identification, and interviewing.
  6. Full development of individual employment plans, updating them as circumstances change and activities are completed. Assure all intensive customers have IEPs with specific employment and income growth goals and the services and activities to address the gaps and lead to self-sufficiency.
  7. Group career counseling.
  8. Individual career counseling and career planning.
  9. Short-term pre-vocational services.

10. Short-term job search activities: career counseling, job search skills brush up, assisted job search, supportive services and workshops. For customers entering employment, provide follow up services to support retention.
11. Assessment for suitability for vocational training via a specialized assessment strategy using a variety of assessment tools. Administer a financial assessment to identify training funding options for eligible customers.
12. Provide case management to customers, contacting them regularly (a minimum of every 30 days depending on need), reassessing them, and providing career counseling and other core services.
13. Offer reassessment and other services to customers (1) having difficulty making progress on career goals, (2) experiencing barriers preventing full participation in services, and (3) on completion of planned activities.

## **6. Customer Selection for Training Services**

- A. Regulate the movement of WIA customers from "Intensive" to "Training" Services according to Federal, State, Policy Board and Jurisdictional policies.
- B. Prior to moving from "Intensive" to "Training," customers will receive at least one of the following intensive services:
  1. A documented, completed in-depth assessment.
  2. An IEP documenting the following:
    - a. That the customer requires training services to obtain or retain a self sufficiency job and that customer has inadequate access to resources to cover the cost of training;
    - b. An income growth plan;
    - c. Program services the customer will receive;
    - d. Follow-up services the person may receive;

- e. Job search assistance available during training and/or after training is completed; and
  - f. A plan to accomplish the employment goal.
- C. Offer Training Services to customers who have demonstrated their inability to attain self-sufficiency through Intensive Services and who are interested in high demand, high skill, and high wage jobs. Give priority to customers interested in jobs in industrial sectors as identified by the WIB. Assure that customers have the guidance and information about their skills, the labor market, and training vendors so they can make informed choices.
- D. Provide a streamlined application and approval process that will enable customers to access relevant training from approved training vendors.
- E. Provide appropriate customers with information about special training programs, of demonstrated effectiveness, focused on preparing individuals facing multiple barriers for employment in demand occupations.
- F. Make sure the customers have:
- 1. Been adequately informed about the current labor market;
  - 2. Identified his/her skills and employability strengths and gaps;
  - 3. Identified a job training program for their expressed vocational interest and skills needs;
  - 4. Selected and agreed to enroll in training directly linked to a job that allows them to attain a self-sufficiency wage in a high demand, high wage, and high skill occupation;
  - 5. The skills/qualifications to successfully complete the training and obtain a job;
  - 6. Been determined to be a dislocated worker, or an adult as defined by Workforce Investment Board and WIA regulations; and
  - 7. Determined that there is no other grant assistance at all or insufficient grants to pay for all of the costs for training delivered through an Eligible Training Provider.

## 7. Training Services Provision

- A. Develop and provide on-site access to Training Services to eligible customers. Work with employers, the WIB, and the administrative entity to develop and/or identify appropriate and high-quality training for priority industrial sector occupations.
- B. Carry out the policies of the Workforce Policy Board regarding training.
- C. Use Jurisdiction and State-approved training vendors and WIB-approved Individual Training Accounts (ITAs) to provide customers with suitable vocational and occupational skills training options. Refer all customers referred to training paid for with WIA funds to vendors on the eligible provider's list, unless offered on-the-job training or customized training.
- D. Provide access to the following Training Services:
  - 1. On the Job Training -- Training by an employer that is provided to a paid participant while engaged in productive work that –
    - a. Provides knowledge or skills essential to the full and adequate performance of the job;
    - b. Provides reimbursement to the employer up to 50% of the wage rate of the participant, for extraordinary costs of providing the training, and additional supervision related to the training; and
    - c. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, prior work experience of the participant, and the service strategy of the participant.

2. Customized Training – Training that is designed to meet the special requirements of an employer or a group of employers; conducted with employer commitment to employ, or in the case of incumbent workers, continue to employ an individual upon successful completion of training; for which the employer pays not less than 50% of the cost of the training.
3. Occupational Skills Training – training by eligible training providers and supported all or in part by an Individual Training Account.

## **8. Training Administration**

- A. Work with the Administrative Entity to ensure the efficient use of training dollars. The goal is to help the largest number of customers become enrolled and succeed in training and ultimately secure sustainable employment consistent with WIB policy.
- B. Develop policies and procedures/forms for the different types of training.
- C. Establish and/or maintain working relationships with local training vendors to provide customers with suitable vocational and occupational skills training options. Meet at least quarterly with vendors to obtain feedback on ITA process for purposes of improving the process.
- D. Monitor the progress of WIA customers enrolled in training through contacts with training customers and training vendors. Document progress of WIA training customers on an ongoing basis.
- E. Obtain copies of credentials and training certificates customers receive as documentation of completion of training services.
- F. Work with the WIB to collect information on the effectiveness of training programs, including but not limited to:
  1. Number of adults and dislocated workers enrolling and completing each program.
  2. Percent of trainees obtaining and retaining employment for six months
  3. Rating of programs by industrial groups

4. Percent receiving credentials
5. Customer service satisfaction surveys of trainees
6. Customer satisfaction of employers hiring trainees

G. Focus resources and customers on the industries and skills in which employers offer high demand, high skill, and high wage jobs for customers successfully graduating from the training program. Follow WIB direction in giving priority to identified industrial sectors.

## **9. Post-Employment Services**

- A. Provide retention and re-employment services that ensure the ultimate retention and advancement of customers at a self-sufficiency wage.
- B. Identify other barriers that could affect job retention and amend IEP mapping out action steps to address potential pitfalls.

## **10. Tracking WIA Customers and Reporting on Progress and Outcomes**

- A. Complete required WIA customer paperwork and enter customer information into SCOTI on same day as customer visit.
- B. Participate fully in training on WIA data management, eligibility determination, and accurate and timely data entry.
- C. Establish procedures for accurate completion and review of WIA paperwork and timely entry of data into SCOTI. This includes:
  1. customer applications;
  2. documentation of eligibility for core, intensive and training services;
  3. documentation ending “activity” or level of service;
  4. employment verifications;
  5. documentation exiting customers; and
  6. documentation of customer follow up.



- D. Accurately determine eligibility and suitability for each level of WIA services for WIA program participants.
- E. Manage the timely documentation of progress and outcomes related to state performance standards and contract performance standards.
- F. Establish procedures for timely exiting of customers, following WIA regulations, best practice and local policy.

#### **11. Maintenance of Case Records**

For each WIA customer, maintain a case record that contains, at a minimum:

- A. The individual Employment Plan and assessment results
- B. WIA paperwork, including customer applications, eligibility documentation for core, intensive and training services
- C. Notes on customer contacts and progress
- D. End of activity documentation
- E. Employment verifications
- F. Exit documentation
- G. Quarterly forms documenting results of customer follow up for 12 months

#### **12. Continuous Improvement.**

Ensure ongoing improvement of WIA services for adults and dislocated workers. Improvement should focus on but is not limited to program utilization, performance outcomes, customer satisfaction, and cost effectiveness.

- A. Establish a program of staff capacity building.
- B. Develop and implement a quality assurance process that provides information for improving performance. The process will focus on the effectiveness of WIA services in addressing customer needs, such as
  - 1. Satisfying customers
  - 2. Helping job seekers gain self-sufficient employment
  - 3. Achieving state and local performance standards

- C. Collect and analyze appropriate data for quality assurance, continuous improvement, and reporting purposes. These will include but not be limited to:
  - 1. number of customers referred to and completing training and types of occupations
  - 2. wage and placement outcomes of different level of services,
  - 3. costs
  - 4. Customer satisfaction rates for job seekers and employers. Customer satisfaction samplings will be conducted at least quarterly for customers receiving different levels and types of services. Instruments will be approved by the Administrative Entity
  - 5. Demographics of customers
  - 6. Data related to performance standards and required for reports
- D. Implement process and schedule for reviewing and analyzing performance data, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day to day operations and continue to apply corrective actions until performance standards are met.
- E. Report quality assurance data and the results of quality assurance reviews and improvements in monthly reports
- F. Implement, as necessary, new strategies to improve the delivery of services.
- G. Provide technology to support administrative, program and fiscal accountability,

### **13. Performance Standards**

- A. Meet state and federal performance standards (see page 17 for common measures).
- B. Meet local performance standards as negotiated.

### **14. Provider shall have an interpreter or services available for Limited English Proficiency consumers.**

## 2.0 Proposal Format

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required all proposals be submitted in the format as described in this section. Each submission must have one (1) original proposal with ten (10) copies, using 12 point Arial Font. Providers are encouraged but not required, to use double sided copies, where possible in their proposal and each page must be numbered sequentially.

Proposers are encouraged to reference **Attachment C** for a list of on-line resources that may be of assistance in preparing proposal.

Proposals must contain all the specified elements of information **without exception**, including all subsection therein. Proposal Sections must be numbered corresponding to the following format:

Section 1 - Proposal Cover Sheet

Section 2 - Service and Business Deliverables

Section 3 – System & Fiscal Administration Components

Section 4 – Budget & Cost Considerations

Section 5 – Customer References

Section 6 – Personnel Qualifications

## **2.1 Section 1 Proposal Cover Sheet**

Each proposal must be signed by both an authorized representative and chief financial officer of Provider, list any partners names and address and also include the names of individuals authorized to negotiate with the WIB. List the number to be served i.e. Universal Customers, WIA Adults, WIA Dislocated Workers, and WIA Customer Receiving Training. The total cost for the initial term and all renewal terms **must** be indicated on this page along with leveraged resources and average cost per job seeker for initial term. The signature line must indicate the title or position the individual(s) holds in the company. Any and all unsigned proposals will be rejected.

**(see Attachment F)**

## **2.2 Section 2 Service and Business Deliverables**

Providers must describe in detail how their program meets each of the following expectations:

### **2.2.1 Program Components**

#### **A. ANSWER THE FOLLOWING QUESTIONS ABOUT THE ONE-STOP OPERATION:**

##### **1. Facilities and equipment**

- a. Describe how you will assure that One-Stop services are accessible to job seekers, including those in neighborhoods with high unemployment, and employers in the City of Cincinnati and Hamilton County in a cost-effective manner. Include location and scope of any proposed satellites and other venues for customer access and adaptations for handicapped customers.

- b. Describe the physical arrangement of staff and services, including space for One-Stop partners, the Youth Zone, and meetings.
- c. What are your planned hours of operation, including off-hours availability?
- d. Describe how you will equip, stock, and staff a resource room that meets RFP specifications. Include the technology to be available in the resource room.

**2. One-Stop Operation.**

- a. Describe how you will take the leadership with One-Stop Partners on operational issues and in (a) developing an integrated menu of services for core customers and employers and (b) implementing agreements among the partners.
- b. Describe how you will assure seamless and streamlined services with no wrong door for customers seeking jobs, career counseling, advancement and training from the One-Stop and the One-Stop Partners. Include a discussion of intake, orientation, initial assessment, and referrals.
- c. Describe how customers will flow through and among partner services.
- d. Describe how you will address continuous improvement and quality assurance as required in the Scope of Work for the One-Stop Center and WIA services. Include how you will measure the extent to which services address customer needs, help them succeed, and satisfy customers, in a cost-effective manner.
- e. Describe how you will supervise and develop capacity of staff located at the One-Stop.
- f. Describe the technology you will use to support administrative, program, and fiscal accountability and reporting, including the tracking of information on customers,

### **3. Marketing**

What is your plan for recruiting job seekers identified as target populations in this RFP (marketing, outreach, recruitment and engagement)?

### **4. Services for Core Customers**

- a. Describe how you plan to provide required core services described in this RFP (listed in 1.2 Scope of Service, 1.2.1 One-Stop Operator section, and #3). Be specific as to staffing, methodology, curricula, and customer flow. Demonstrate how best practices, effectiveness information, and employer input are incorporated in the design and delivery of services.
- b. Describe how you will track and document customer assessment, service provision, progress, outcomes, and customer satisfaction.
- c. Estimate the number of universal customers who will find employment in the first twelve (12) months of the contract.

### **5. Services to Employers**

- a. Describe what strategic approaches you will use with limited funds to support regional economic development and employers with high staffing needs, self-sufficient wages, and jobs requiring skilled workers.
- b. Describe how you will strategically recruit employers consistent with the goals of the RFP and WIB policy, including its Business Plan.
- c. Estimate the number of employers to be served in the first twelve (12) months.
- d. Estimate the number of job orders the Center will solicit in the first twelve (12) months.

- e. Describe how you will gather and analyze information about ongoing and emerging needs of regional employers.
- f. Describe the services you plan to provide to area employers, including those listed in this RFP.
- g. Describe how the Center will be structured and staffed to respond efficiently and effectively to area employers, including a description of proposed customer flow.
- h. Describe how you will track and document, for each employer, services planned and provided, outcomes of the services, and customer satisfaction.
- i. Describe how you will collect information required in reports and assure reports are completed timely.

## **6. Performance**

- a. Estimate the number of universal customers who will register for “universal” services in the first twelve (12) months of operation. Indicate number who would be city and county residents, ex-offenders, disabled, and persons with cultural and language barriers, such as Hispanics.
- b. Estimate the number of universal job seekers who will become employed and/or find better jobs.
- c. Describe your strategy to meet or exceed performance goals: How will your organization manage measurement, achievement and documentation of performance standards?

## **7. Timetable**

- a. Provide a plan and timetable for the Center to start up and become operational

**B. ANSWER THE FOLLOWING QUESTIONS FOR THE OPERATION OF WIA SERVICES for ADULTS and DISLOCATED WORKERS:**

**1. Program Operation**

- a. Describe how you will manage WIA funds to assure the maximum use of the WIA funding allocation of both adults and dislocated workers services.
- b. Describe how you will staff and implement the responsibility for determining WIA eligibility and entering eligibility and other customer information into SCOTI.

**2. Outreach and Recruitment:**

- a. Describe how you will market to and recruit WIA customers, including those from targeted populations which may require specialized marketing.
- b. Estimate the number of adults and dislocated workers you plan to serve in the first twelve (12) months of the contract.

**3. Rapid response.**

Describe how you will staff and carry out the Rapid Response function consistent with this RFP, WIB expectations, and federal and state guidance.

**4. Customer flow:**

Describe how WIA services will be staffed and customers will flow through the core, intensive, and training services, assistance with employment, and follow up. Describe how you will provide orientation to WIA services, including any planned adaptations for targeted populations, and appropriate gate-keeping to enrolling in each level of service.



**5. Assisted Core Services:**

Describe how each required service will be provided.

**6. Assessment:**

Describe how you will conduct customer assessments, at the core, intensive, and training levels of service. Indicate assessment tools, timeframes, and any planned adaptations for targeted populations

**7. Individual Employment Plan**

Describe how you will develop an Individual Employment Plan (IEP) for each customer. Include timeframes, updates, and, optionally, a proposed IEP form.

**8. Workshops**

Describe workshops you plan to offer and the best practices or other information utilized in their design.

**9. Assisting Customers**

Describe how WIA services will assist customers in locating and retaining employment. Estimate the number of WIA customers who will find employment at below and above \$12 an hour in the first twelve (12) months of the contract.

**10. Post – Exit**

Describe how you will provide post-exit follow up services.

**11. Identify Customers**

Describe how you will identify customers appropriate for training. Estimate the number of new customers who will enter in training services during the first 12 months of the contract.

**12. Customer Training**

Describe how you will help customers to choose training that meets their interests and skills and develops skills for occupations that are in high demand, high wage, and high skill occupations under local WIB policy.

**13. Customized Training**

Describe how you will provide customized training. Identify types of customized training and industries/employers you will likely target.

**14. On-The-Job-Training**

Describe how you will provide on-the-job training. Include criteria for selecting job seekers for on-the-job training, identification of employers, and other parameters.

**15. Training Funds**

Describe how you will assure full and efficient use of funds budgeted for training.

**16. WIA Training**

Describe how you will staff and administer WIA training meeting scope of work specifications.

**17. Case Management**

Describe how you will provide case management and maintain case records for WIA services customers.

**18. Tracking Customers**

Describe how you will track customers and report on progress and outcomes as required in the Scope of Work.

**19. Performance.**

- a. Estimate the number of WIA services job seekers who will become employed and/or find better jobs in the first twelve (12) months of operation.
- b. Describe your strategy to meet or exceed state and local performance goals. How will your organization manage measurement, achievement and documentation of performance standards?

**20. Time Table**

Provide a plan and timetable for WIA services to start up and become operational

**2.2.2 Section 3 System and Fiscal Administration Components**

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

**A. Contact Information:**

Provide the address for Provider's headquarters and service locations. Include a contact name, address, and phone number.

**B. Agency/Company History:**

Provide a brief history of Provider's organization. Include Provider's 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 Provider.

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 purchase of service to the total company.

F. **Insurance and Worker's Compensation:**

A current certificate of insurance, current endorsements and Worker's Compensation verifications.

G. **Job Descriptions:**

For all positions in the program budget (filled and unfilled).

H. **Daily 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, the type of service received, and name of the case manager. Also include forms used to record participant progress or outcome.

I. **Program Quality Documents:**

Attach documents which describe and support program quality. Such documents might be the forms used for monitoring, etc.

J. **Agency's/Firm's Brochures:**

A copy of the agency's/firm's brochures which describe the services being proposed.

**Please provide the following attached only to the original proposal:**

**A. 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.

**B. 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 years 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 Provider's financial status. It is the responsibility of Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

**C. Article of Incorporation**

Article of Incorporation or other applicable organization documentation.

**D. Licensure**

A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any 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. Also, provide the outcome of any such actions.

### **2.2.3 Section 4 Budget and Cost Considerations**

- A. The Southwest Ohio Workforce Investment Board will determine contract funding amounts based on Area 13's funding allocation under Title I of the WIA. Funding is contingent on availability.
  
- B. Provider must warrant and represent the budget is based upon current financial information and programs, and include all costs relating to but not limited by the following:
  - 1. Maximum funds should be dedicated to training. The Provider will be expected to make full use of funds budgeted for training consistent with WIB policies and goals, as training is an important tool for promoting self-sufficiency and meeting the labor force needs of regional employers;
  - 2. The WIB expects to see funds dedicated to training along with a comprehensive mix of services that include short term, average length, and long term options including, possibly, job clubs, on-the-job training, and institutional skills training/classroom training. The comprehensive mix will provide a balance of services and assist in a reasonable efficiency rate;
  - 3. Outreach/Marketing;
  - 4. Insurance;
  - 5. Location, and
  - 6. Other direct services.
  
- C. Provider will notify HCJFS, in writing, within five (5) business days when it knows or should have known the information contained in the budget is inaccurate.
  
- D. The contract payment structure will be 100 per cent (100%) cost reimbursement, with additional funds, up to 10 percent of the negotiated budget, available for earning profit or incentives based on meeting negotiated

performance standards. Performance measures for which local standards may be negotiated, include but not limited to the following:

1. Number of adults, incumbent workers, and number of dislocated workers enrolled in WIA services.
2. Number of trainees entering occupational training, customized training, or on-the-job training.
3. Number of trainees receiving a credential and becoming employed
4. Number of WIA customers who obtain employment.
5. An average earnings standard for WIA customers.
6. Number of WIA services customers who retain employment for a negotiated period of time.
7. The above outcomes for specific populations such as ex-offenders.
8. Number of job seekers registering at the One-Stop.
9. Number of job seekers who become employed or find better jobs.
10. Customer satisfaction (employers and job seekers).
11. Volume of services to the employer/business community.
12. Business market penetration rates.
13. Penetration rates in high demand/high growth industries.
14. Hires of One-Stop job seeking customers by employers who are One-Stop customers.

#### **E. Leveraging Funds**

The task of assisting the region's job seekers into self-sufficiency and advancement, and of helping employers obtain a job-ready labor force, requires more resources than available through the Workforce Investment Act and the contributions of One-Stop Partners from their program funds. Proposers should demonstrate their ability to leverage additional funding

streams, including those that support training, as well as monetary and in-kind contributions from regional organizations and businesses. Proposers should describe connections to other services/funding sources that will benefit customers and increase the cost-effectiveness of WIA funds.

- F. **Budget** – Provider must submit a budget (**See Attachment G**) for the initial three (3) year term and a summary of the initial three (3) year term as well as separate budgets for each renewal year. A written detailed narrative which demonstrates how costs are related to each service presented in the proposal. It shall explain how the line items in the budget were derived and must accompany each budget year. Budgets and budget narratives must be submitted with proposal as follows:

Initial Term, Yr One (July 1, 2008 – June 30, 2009)

Initial Term, Yr Two (July 1, 2009 – June 30, 2010)

Initial Term, Yr Three (July 1, 2010 – June 30, 2011)

Summary of Initial Term, Yr One, Two & Three (July 1, 2008 – June 30, 2011)

Renewal Year One (July 1, 2011 – June 30, 2012)

Renewal Year Two (July 1, 2012 – June 30, 2013)

- G. 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. If a for profit organization the budget must reflect a separate line item for “profit”.

- H. 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. Bonding costs;
4. Contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
5. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
6. Entertainment costs for amusements, social activities and related costs for staff only;
7. Costs of alcoholic beverages;
8. Goods or services for personal use;
9. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
10. Gains and losses on disposition or impairment of depreciable or capital assets;
11. Cost of depreciation on idle facilities, except when necessary to meet Contract demands;
12. 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);
13. Losses on other contracts';
14. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
15. Costs related to legal and other proceedings;
16. Goodwill;
17. Asset valuations resulting from business combinations;

18. Legislative lobbying costs;
19. Cost of organized fund raising;
20. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
21. 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;
22. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
23. Cost of insurance on the life of any officer or employee for which the facility is beneficiary;
24. Major losses incurred through the lack of available insurance coverage; and
25. 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.

### **2.3 Section 5 Customer References**

Provider must list at least three (3) references for whom services were provided similar in nature and functionality to those requested by HCJFS.

References should not include any HCJFS employees or WIB members associated with this RFP. Each reference must at least include:

- A. Company name;
- B. Address;
- C. Phone number & fax number;
- D. Contact person;
- E. Nature of relationship and service performed; and time period of contract.

### **2.4 Section 6 Personnel Qualifications**

For key program and business personnel 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 local program manager must have a minimum of three (3) years experience as a program manager with a similar program.

### 3.0 PROPOSAL GUIDELINES

#### 3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	November 13, 2007
RFP Conference – Hamilton County Administration Building, 138 E. Court St, Room 605, Cincinnati, OH 45202	November 27, 2007 9:00 a.m. – 11:30 a.m..
Deadline for Receiving Final RFP Questions from Providers	November 30, 2007 4:00 p.m.
Deadline for Issuing Final RFP Answers	December 6, 2007
Deadline for Proposals Received by HCJFS	January 17, 2008 11:00 a.m. EST
Proposal Review Completed	January 30, 2007
Commencement of Contract	July 1, 2008

#### 3.2 HCJFS Contact Person

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.

**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*

### 3.3 RFP Conference

A RFP Conference will take place at Hamilton County Administration Building, 6<sup>th</sup> Floor Conference Room 605, 138 East Court Street, Cincinnati, OH 45202 on, November 27, 2007 at 9:00 a.m. EST. While attendance is not mandatory, it is highly recommended for each Provider to have a representative attend the RFP Conference. The purpose of the RFP Conference is to answer questions related to the RFP.

All interested Providers must fax or email the **HCJFS Contact Person** prior to the RFP Conference to register, leaving their name, company name, fax number, e-mail address and phone number. The fax number is **(513) 946-2384**. The e-mail address is [donalb@ifs.hamilton-co](mailto:donalb@ifs.hamilton-co). All answers issued in response to Provider questions become part of the RFP and 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 to the HCJFS Contact Person. The questions and answers will be distributed at Provider's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **November 30, 2007 (4:00 p.m.)** The final responses will be faxed or e-mailed on, **December 6, 2007 4:45 p.m. at the close of business.**
- C. Providers who call and register prior to the RFP Conference or attend and register at the RFP Conference will **automatically** receive copies of questions and answers. HCJFS will provide a copy of the questions and answers in response to requests made by Providers who contact HCJFS after the RFP Conference, but prior to 11:00 a.m. on January 17, 2007.

### 3.4 Prohibited Contacts

Neither Provider nor their representatives should communicate with individuals associated with this project during the RFP process. If Provider attempts any unauthorized communication, HCJFS will reject Provider's proposal.

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

- A. Public officials;
- B. HCJFS project manager and his/her staff assigned to the program;
- C. **HCJFS Contact Person** as listed in **Section 3.2**; and
- D. HCJFS staff involved with the RFP development, management and evaluation process.

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 Providers who participate in the process in good faith. Behavior by Providers that violates or attempts to manipulate the RFP process in any way is taken very seriously.

Examples of unauthorized communications are:

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

### **3.5 Provider Disclosures**

Provider must disclose any pending or threatened court actions and claims brought by or against 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.

### **3.6 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 3.7 Addenda to RFP**. Clarification shall be given by fax or e-mail to all parties who registered without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **November 30, 2007** of an error in the RFP known to Provider, or of an error that reasonably should have been known to Provider, Provider shall submit its proposal at Provider's own risk. If awarded the contract, Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.7 Addenda to RFP**

HCJFS may modify this RFP no later than End of Business (4:45 p.m.) **December 14, 2007** by issuance of one or more addenda to all parties who registered for the RFP.

In the event that modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone inquiry are necessary, the HCJFS Contract Person, or designee, will be responsible for contacting only those Providers who registered for the RFP as described in **Section 3.3 Providers' Conference**.

### **3.8 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. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.



## **4.0 Submission of Proposal**

### **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 that relate to the solutions(s) submitted.

Hamilton County may entertain alternative proposals submitted by Provider that may contain responses that differ from the specifications contained in this RFP. All alternative proposals must still conform to the RFP instructions and outcomes.

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. If Hamilton County is required by law to disclose any material or information, Hamilton County will use its best efforts to notify Provider prior to such disclosure. Notwithstanding the above, in the event Provider provides Hamilton County with any material or information which Provider deems to be subject to exemption under the Ohio Public Records Act, Provider shall clearly identify and mark such documents accordingly before submitting them 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.

#### **4.2 Proposal Cost**

The cost of developing proposals is entirely the responsibility of Provider and shall not be chargeable to HCJFS under any circumstances. Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date. 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 HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the RFP, the proposal will be rejected.

#### **4.4 Provider Representative's Signature**

The Cover Sheet (**see Attachment F**) shall be signed by both an authorized representative and chief financial officer who is authorized to contractually bind Provider. The signatures must indicate the title or position the individuals holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by HCJFS. All unsigned proposals will be rejected. In submitting a proposal, Provider affirms all statements contained in the proposal are true and accurate.

#### **4.5 Delivery of Proposals**

One (1) signed original proposal and ten (10) duplicates of the entire written 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 a.m. EST on January 17, 2008.** Proposals received after this date and time will not be considered. Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested. 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, HCJFS reserves the right to request additional information for clarification purposes only.**

#### **4.6 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

- A. award a proposal received on the basis of individual items, or on the entire list of items'
- B. reject any proposal, or any part thereof; and
- C. waive any informality in the proposals.

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

## **4.7 Evaluation and Award of Contract**

### **Preliminary Proposal Review**

The review process shall be conducted in four stages:

**Stage 1.** A preliminary review to ensure the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which meet Stage 1 requirements described below will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

**Stage 2.** A thorough review of proposals by Review Committee. Qualified proposals will be given a preliminary score, in accordance with the review process.

**Stage 3.** Review of additional materials, such as references, and, if necessary as determined by Review committee, oral presentations, demonstrations, or written clarification. Modification, as appropriate, of preliminary scores, based on additional information.

**Stage 4.** Compilation of scores, and determination of winning proposal. Although it is hoped and expected a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

#### **1. Stage 1 Preliminary Review**

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

A. Timely Submission – The proposal is received at the address designated in the RFP no later than 11:00 a.m. EST and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall not be considered.

B. Signed and Completed Cover Sheet

## **2. Stage 2 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 and their responses to each component identified in Section 2, Provider's Proposal, any work samples and additional submitted materials using criteria developed by the HCJFS. Ratings will be compiled using a Review Committee Rating Sheet.

Responses to each component will be evaluated and ranked using the following scale based on a score of 100%:

**0% Ranking            U = Unresponsive**

Provider did not respond to the components or the responses reflect no understanding of the requirements.

**25% Ranking            PR = Poor Response**

Provider demonstrates a minimal understanding of the requirements, but does not provide adequate detail or reflects more deficits than strengths.

**50% Ranking            P = Partially Responsive**

Provider demonstrates a minimal understanding of the requirements and provides minimal details.

**75% Ranking      M = Meets Minimal Requirements**

Provider's response reflects a solid understanding of the issues and satisfies all the requirements.

**100% Ranking      E = Exceeds Requirements**

Provider's response is complete and exceeds all requirements. At the end of Stage 2, a preliminary ranking of Providers will be conducted, based solely on the scoring from this stage.

**3.      Stage 3      Additional Materials**

Review Committee members will determine what additional or clarifying information is required to complete its review process. HCJFS may also consider provider's history and experience in providing similar services and Provider's financial condition. 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 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. Reference Checks;
- C. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. HCJFS reserves the right to video tape the presentations. Provider representatives must include key personnel, who will make the primary presentation.

#### **4. Stage 4 Evaluation**

After Stage 2 and 3 are completed, final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Components Evaluation (Section 2.2.1) components A One-Stop Operations are worth 30 points and components B WIA Services for Adults and Dislocated Workers are worth 35 points, together both components A&B total 65% of the evaluation score for this section.
- B. Budget and Cost Consideration Evaluation (Section 2.2.3) are worth 35% of the total evaluation score for initial term and each renewal term. This section refers to the administrative cost proposed, error free budget and budget narrative included and correct.

#### **4.8 Proposal Selection**

Proposal selection does not guarantee a contract for services will be awarded.

The selection process includes:

1. All proposals will be evaluated in accordance with **Section 4.7 Evaluation & Award of Agreement**. The proposal is rated based on the criteria in the RFP.
2. Based upon the results of the evaluation, HCJFS will select a provider for the services who it determines to be the most responsive and responsible bidder, with price and other factors considered.
3. HCJFS works with selected Provider to finalize details of the Agreement using **Attachment H, Contract Sample**, to be executed between HCJFS and Provider.
4. If HCJFS and Provider are able to successfully finalize the Agreement, HCJFS will award Provider a contract.

5. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with provider. In such event, HCJFS reserves the right to select another provider from the RFP process, cancel the RFP or reissue the RFP if it is deemed necessary.

#### **4.9 Post-Proposal Meeting**

The post-bid meeting process may be utilized only by “Qualified” Providers passing the 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 must be received by HCJFS within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent Provider and be addressed to the **HCJFS Contact Person** at the address listed in **Section 3.2 HCJFS Contact Person**. Certified or registered mail must be used unless the request is delivered in person, in which case Provider should obtain a delivery receipt.

A meeting will be scheduled within twenty-one (21) calendar days of receipt of the request and will be for the purpose of discussing a Provider’s non-selection. HCJFS has the final decision making authority. HCJFS is under no obligation to approve a proposal as a result of the solicitation if, in the opinion of HCJFS, the proposal is not responsive to the needs of HCJFS and its consumers. Provider requesting the meeting will be notified in writing of HCJFS’ decision within 90 calendar days of the scheduled meeting. The administrative decision is final.



#### **4.10 Provider Certification Process**

For the selected Provider(s), Provider Certification process will be completed prior to contract signing (**see Attachment I**). 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 process, such as Medicaid, JCAHO, COA, CARF, etc.

## **5.0 Terms and Conditions**

The contents of the 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, 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 compliment each other and shall, where permissible, be so interpreted. However, if any provision of this RFP or the attachments are in conflict, this RFP takes precedence.

### **5.3 Contract Period, Funding & Invoicing**

A contract will be written for the initial term of three (3) years with the option to renew for another two (2) additional one (1) year renewal periods, contingent on performance and funding availability. Contracted services, are to be initiated on or about July 1, 2008 and run through June 30, 2011.

If Area 13's allocations remains the same through June 2009, it is estimated that approximately \$3.888 million in Title I funds (i.e. approximately \$1.881 million and in WIA Adult funds and \$2.007 million in WIA Dislocated Worker funds) will be available during the period July 1, 2008- June 30, 2009. This includes funds available to pay for profit or incentives. An additional \$260,750 (this includes \$43,725 in in-kind contributions) is currently contributed yearly by partners on site at the One-Stop for One-Stop operation.

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 H 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 that requires them to come into contact with confidential HCJFS information will be required to hold confidential such information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail which is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document which 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, regular mail or on a disk.

## **5.5 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 consumers) “Consumers” and Provider provides this service through the use of its employees’ privately owned vehicles (POV), then Provider’s Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee’s POV coverage. 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) 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.

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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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.

## **5.6 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Provider will include a **notarized Declaration of Property Tax Delinquency** form (**see Attachment J**) which states Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that 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.

## 5.7 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable **notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694)** see **Attachment K**. Amended Substitute House Bill 694 (“HB 694”) 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 Hamilton County Job & Family Service’s (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. The affidavits are listed as attachment H to this RFP. All current and potential vendors 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.

## 5.8 Terrorist Declaration

As part of the submitted proposal, the applicant will include a completed Ohio Department of Public Safety Form (**see Attachment L**). 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

### RFP DEFINITIONS

1. Core Services: Employment services available for adults, out-of-youth and dislocated workers throughout the one-stop delivery system. Services include but not limited to: intake, assessment, orientation to the information and other services available, a Resource Room for self-directed job search, and workshops. Some Core services require WIA enrollment.
2. Customized Training: Training that is designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays for not less than 50% of the cost of the training.
3. Dislocated Worker: An individual who has been terminated or laid off, or who has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise, and is unlikely to return to the previous industry or occupation.
4. Displaced homemaker: An individual who has been providing unpaid services to family members and in the home, has been supported by another family member but is no longer supported by that income, and is unemployed or underemployed and is having difficulty obtaining or upgrading employment.
5. Exits – Participants exit when no further active services from a WIA-funded or non-WIA funded partner are planned or when there has been a gap in services for more than 90 days (except for health/medical reasons, incarceration or death.)
6. Intensive Services: Services provided to adult and dislocated workers who are unemployed and are unable to obtain employment through core services. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include but not limited to; diagnostic testing and use of other assessment tools, in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals, career planning, and assistance with job placement.
7. Jurisdictions: Hamilton County, Ohio; and the City of Cincinnati, Ohio; as represented by their respective elected officials and employees.
8. Occupational Skills: Skills necessary to perform actual tasks and technical functions required by certain industries or occupations, such as set-up procedures, safety measures, terminology, record keeping, equipment usage. Occupational skills can be obtained through (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
9. Offender: Any adult who (A) is or has been subject to any stage of the criminal justice process and (B) requires assistance in overcoming artificial barriers to employment resulting from a recent arrest or conviction.

10. One Stop Operator: The entity responsible both for providing services directly to area businesses and the universal customer, as well as coordinating with and managing the provision of any One Stop services provided by One-Stop partners.
11. One Stop System: The network of facilities and organizations that will provide those services identified in the Workforce Investment Act of 1998 to both employers, universal customers and specifically targeted populations within the Southwest Ohio region.
12. On-job training: Training by an employer provided to a participant while engaged in productive work that (A) provides knowledge or skills essential to performance of the job; (B) provides reimbursement to the employer of 50% of the wage rate of the participant, for extraordinary costs of providing the training and supervision; and is limited in duration.
13. Required Partners: The service providers with which the One Stop System Operator will be required to cooperate in the provision of One Stop services by the Workforce Investment Act of 1998.
14. 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:
    1. Basic Skills – Reading, writing, arithmetic and mathematics, speaking and listening.
    2. 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.
15. Supportive Services: Services or items customers need to overcome impediments to acquiring and retaining employment. 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 appropriate work attire and tools.

16. Training Services (WIA): Services provided to adults and dislocated workers that meet eligibility requirements and are unable to gain or retain employment through intensive services. Services may include but not limited to occupational skills training, including training for nontraditional employment, on-the-job training, and customized training.
17. Veteran: An individual who served in the active military, naval, or air services and was discharged or released from such services under conditions other than dishonorable.
18. Workforce Investment Board (Southwest Ohio Regional Workforce Investment Board): A conventional board established by the Workforce Investment Act and comprised of business, labor, educational, social service representatives and elected officials. The Workforce Investment Board provides strategic policy advice and direction concerning the delivery of workforce development services under WIA.

**ATTACHMENT B : Required Partners Contact Information**

<b>Member of the Board</b>	<b>Title</b>	<b>Address</b>	<b>Representation</b>
Beth Brannigan	Assistant Coordinator, Ohio Department Job & Family Services	P.O. Box 454 Chillicothe, Ohio 45601	Ohio Department Jobs & Family Services
Carl Hilliard	Executive Director, Cincinnati Job Corps	1409 Western Avenue Cincinnati, Ohio 45214	Cincinnati Job Corps
Kathi Kraemer	Area Supervisor, Ohio Rehabilitation Services Commission	617 Vine Street, Suite 925 Cincinnati, Ohio 45202	Department of Rehabilitation
Paul Magnus	Director, Mature Services	415 S. Protage Path Akron, Ohio 44320	Mature Services
Gwen Robinson	President/CEO, Cincinnati-Hamilton County Community Action Agency	2904 Woodburn Avenue Cincinnati, Ohio 45206	Cincinnati-Hamilton Community Action Agency
Donald Troendle	Executive Director, Cincinnati Metropolitan Housing	16 W. Central Parkway Cincinnati, Ohio 45201	Cincinnati Metropolitan Housing
Robin White	President/CEO, Great Oaks Institute of Technology	3254 E. Kemper Road Cincinnati, Ohio 45241	Great Oak Institute of Technology
Ron Wright	President, Cincinnati State Technological College	3520 Central Parkway Cincinnati, Ohio 45223	Cincinnati State Technological College
Cynthia Smith	Assistant Director, Client Services, Hamilton County Job & Family Services	222 East Central Parkway Cincinnati, Ohio 45202	Hamilton County Job & Family Services

## ATTACHMENT C

### Websites on WIA Legislation, Guidelines, Policies and Best Practices

<http://www.doleta.gov/regs/statutes/finalrule.pdf> WIA regulations

<http://www.ohioworkforce411.gov/> Ohio website on WIA. Click on “WIA Implementation,” which links to Training and Employment Guidance Letters (TEGLs) and DOL publications

[http://www.ohioworkforce.org/docs/atwia/WIA\\_Law.pdf](http://www.ohioworkforce.org/docs/atwia/WIA_Law.pdf) Link to WIA legislation

<http://www.communityinclusion.org/onestop/onestopmanualcomplete.pdf> Information on helping One Stop customers with disabilities

<http://www.chamberworkforce.com>. Greater Cincinnati Chamber of Commerce’s website. Contains information about the Southwest Ohio Region Workforce Development System.

<http://www.financeprojectinfo.org/Workforce/default.asp>. Links to publications and information on workforce development programs.

[http://wdr.doleta.gov/owsdrr/papers/OneStop\\_FULL.pdf](http://wdr.doleta.gov/owsdrr/papers/OneStop_FULL.pdf) “One Stop Innovations: Leading Change under the WIA One Stop System.” Identifies promising practices at several sites. John J. Heldrich Center for Workforce Development; financed by DOL.

<http://www.gao.gov/cgi-bin/getrpt?GAO-04-657>. GAO report entitled, “States and Local Areas Have Developed Strategies to Assess Performance, but Labor [DOL] Could do More to Help.”

<http://www.gao.gov/cgi-bin/getrpt/GAO-03-725>. GAO report entitled, “One-Stop Centers Implemented Strategies to Strengthen Services and Partnerships but More Research and Information Sharing is Needed.”

<http://www.workforcenetwork.com/upload/pdf/final.pdf> “Benchmarking One-Stop Centers: Understanding Keys to Success.” Information about critical success factors in the implementation and operation of one-stop centers based on a study of 20 centers

<http://www.acinet.org/acinet/> America's Career Information Net—information to help people make career decisions.

<http://thomas.loc.gov/cgi-bin/query/z?c105:H.R.1385.ENR>: Link to WIA legislation

<http://lmi.state.oh.us/> State Labor Market Information (LMI) web site

<http://www.workforceusa.net/> Workforce USA-- library of tools and materials to support the various "functions" of workforce development professionals

<http://www.usworkforce.org> Links to websites for job seekers.

**ATTACHMENT D**

**WIA PERFORMANCE STANDARDS FOR  
ADULTS AND DISLOCATED WORKERS**

**Common Measures for Adults/Dislocated Workers  
(Waiver approved: effective date for implementation is July 1, 2007)**

<b>Program Year 2007</b>			
<b>Adults</b>		<b>Dislocated Workers</b>	
% exited adults employed in 1 <sup>st</sup> quarter after exit	77%	% exited dislocated workers employed in 1 <sup>st</sup> quarter after exit	86%
% exited adults employed in 1 <sup>st</sup> quarter after exit who are also employed in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit	86%	% exited dislocated workers employed in 1 <sup>st</sup> quarter after exit who are also employed in 2 <sup>nd</sup> in 3 <sup>rd</sup> quarters after exit	91%
Average earnings of all adults in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit Of adults employed in the 1 <sup>st</sup> quarter, 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit, total earnings (in 2 <sup>nd</sup> plus 3 <sup>rd</sup> quarters after exit) divided by the number of adults who exit during the quarter	\$14,000	Average earnings of all dislocated work Of adults employed in the 1 <sup>st</sup> quarter, 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit, total earnings (in 2 <sup>nd</sup> plus 3 <sup>rd</sup> quarters after exit) divided by the number of adults who exit during the quarters in 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit	\$16,670
Participant customer satisfaction	78%*	Employer satisfaction	73%*

\*Satisfaction measures are for Program Year 2006. Measures for Program Year 2007 have yet to be established.

**Statutory Federal/state standards  
(Do not apply in Ohio as of Program Year 2007)**

<b>Measure</b>	<b>Definition</b>	<b>Standard for PY 06</b>
<b>Adults</b>		
Entered employment rate	Of those not employed at registration, the number of adults who have entered employment by the end of the 1 <sup>st</sup> quarter after exit divided by the number of adults who exited during the quarter	75%
Employment retention rate	Of those who are employed in the 1 <sup>st</sup> quarter after exit, the number of adults who are employed in the 3 <sup>rd</sup> quarter of exit divided by the number of adults who exit during the quarter	86%
Average earnings	Of adults employed in the 1 <sup>st</sup> quarter, 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit, total earnings (in 2 <sup>nd</sup> plus 3 <sup>rd</sup> quarters after exit) divided by the number of adults who exit during the quarter	\$14,221



Measure	Definition	Standard for PY 06
Employment and credential rate	The number of adults who receive training services who are employed in the 1 <sup>st</sup> quarter and receive a credential by the end of the 3 <sup>rd</sup> quarter after exit divided by the number of adults who exit during the quarter.	64%
<b><u>Dislocated workers</u></b>		
Entered employment rate	The number of adults who have entered employment by the end of the 1 <sup>st</sup> quarter after exit divided by the number of adults who exited during the quarter	86%
Employment retention rate	Of those who are employed in the 1 <sup>st</sup> quarter after exit, the number of dislocated workers who are employed in the 3 <sup>rd</sup> quarter of exit divided by the number of dislocated workers who exit during the quarter	90%
Average earnings	Of adults employed in the 1 <sup>st</sup> quarter, 2 <sup>nd</sup> and 3 <sup>rd</sup> quarters after exit, total earnings (in 2 <sup>nd</sup> plus 3 <sup>rd</sup> quarters after exit) divided by the number of adults who exit during the quarter	\$16,577
Employment and credential rate	The number of dislocated workers who receive training services who are employed in the 1 <sup>st</sup> quarter and receive a credential by the end of the 3 <sup>rd</sup> quarter after exit divided by the number of dislocated workers who exit during the quarter	67%
Participant customer satisfaction		78%
Employer satisfaction		73%

## **ATTACHMENT E**

### **HAMILTON COUNTY JOB AND FAMILY SERVICES SERVING AS ADMINISTRATIVE ENTITY FOR WORKFORCE DEVELOPMENT AREA 13**

#### **MONITORING AND CONTRACT ADMINISTRATION SOUTHWEST OHIO ONE-STOP DELIVERY SYSTEM**

##### **I. OVERVIEW OF MONITORING**

Monitoring is the systematic and ongoing analysis of contract compliance, program implementation and outcomes, and contract expenditures. It serves as a major tool of contract management and continuous improvement.

Monitoring fulfills several purposes:

1. Determination of contractor compliance with provisions of Federal and state legislation and regulations related to WIA, other applicable laws and regulations, and the contract
2. Evaluation and verification of service provider performance: Measurement of the quality and effectiveness of the One Stop and WIA services operations in achieving predetermined outcomes and performance standards as spelled out in the contract, WIA legislation and regulations, and State monitoring guidelines.
3. Identification of strengths and weaknesses in the design and operation of a program, together with recommendations for improving program performance or altering program direction and investment.
4. Collection of information for decisions about performance benchmarks.
5. Determination that contractor expenditures occur across cost categories and within cost limitations specified in the Workforce Investment Act and the jurisdictions.
6. Identification of areas where technical assistance to the contractor is necessary and appropriate.

##### **II. MONITORING COMPONENTS**

- A. Start up visits between funding agencies and contractor staff. An initial visit will be scheduled along with special meetings for more in-depth discussion on specific topics. Purposes are to--
  1. Introduce funder and provider staff to each other and delineate their roles and responsibilities. Review TOs and identify points of contact.
  2. Set dates for regular contract administration meetings
  3. Review contract terms and conditions, including expectations for performance and invoicing, and reach common understanding of their meaning.
  4. Review Statement of Work. Identify any issues that may require clarification. Examples are due dates, ambiguous language, practical issues, and so forth.
  5. Discuss coordination and linkages with One Stop partners and with community partners and support services.

6. Review reporting requirements (content, forms, date due, method of transmittal, and so forth).
7. Establish case record content expectations
8. Review quality assurance expectations, including procedures for collecting customer satisfaction information and staff training.
9. Discuss the performance monitoring philosophy, methodology, and schedule.
10. Set date for training on WIA paperwork
11. Identify and resolve problems prior to monitoring; determine if technical assistance is needed.

Schedule: Within a month of contract signature.

Tools: Check lists of items to be covered; monitoring guidelines and tools, reporting requirements, charts to present roles and responsibilities of jurisdictional and contractor staff.

**B. Desk reviews.** Review, analysis, evaluation and, as necessary, approval of the following documents:

- ◆ Completed WIA customer eligibility and registration forms to assure contractor staff have provided all required data elements, appropriately applied eligibility criteria, and completed and submitted paperwork timely.
- ◆ Information on use of WIA funding streams and other funding sources
- ◆ Other required MIS forms for accuracy and completeness, including follow up forms
- ◆ Customers' status (last date of service as indicated by SCOTI) to ascertain if customers are being appropriately followed up on and exited.
- ◆ SCOTI management reports on WIA customers and monthly reports to review progress on performance standards.
- ◆ Monthly reports on activities and progress in carrying out Statement of Work and areas of concern.
- ◆ Invoices and back up documentation
- ◆ Required reports and plans
- ◆ Corrective action plans prepared as a result of identified performance problems.
- ◆ Other deliverables: sub-contracts

Schedule: Occurs monthly, when monthly report and invoices are received. Prior to onsite visit, HCJFS monitoring staff summarize information and identify outstanding issues and areas of concentration for the on-site visit.

Tools: Check lists of required elements and quality indicators; monthly reporting instructions and reporting forms; performance data; summary forms for deliverables, indicating date received and reviewed, outcome (approval, rejection, request for additional information), resubmit date, comments.

**C. Formal on-site visits:**

- ◆ Review of a sample of case records, including IEPs, MIS paperwork, progress notes, referrals, services provided
- ◆ Review of a sample of employer records, checking for timeliness of response, repeat businesses, job orders received, other services provided, customer satisfaction

- ◆ Interviews with customers on services received, level of satisfaction, recommendations for improvement
- ◆ Interviews with managers on progress in carrying out the contract, meeting performance expectations, and need for technical assistance.
- ◆ Interviews with One Stop staff on understanding of program purpose and services, WIA rules and WIB policy, and the contracts; their views about program strengths and areas needing improvement, etc.
- ◆ Interviews with customers about services received, satisfaction level, ideas for improvement of services.
- ◆ Examination of administrative records, documents, and procedures to ascertain compliance with the contract and state and federal guidelines. Includes procurement and other financial and accounting transactions.
- ◆ Review of minutes of meetings with staff, partners, contractors, training providers, employers, etc.
- ◆ Review of program (e.g., curricula, staff training) and other aspects of contract compliance.
- ◆ Observation of services, meetings, etc.;
- ◆ Fiscal audits.

Schedule: At approximately six month intervals. Other onsite visits can be scheduled in response to identified concerns, such as customer complaints or requests for technical assistance.

Tools: Examples include: interview schedules, check lists for assessing customer case records, observation guides, forms for gathering information on other contractual compliance requirements.

- D. Other: Joint contractor and jurisdictional staff weekly/monthly meetings to discuss issues, progress, etc.

Schedules: dates of meetings

Tools: Documentation of meetings

- E. Monitoring reports: Summary of monitoring findings and recommendations for program improvements. Final report is mailed to contractor within 15 working days after completion of the formal site visit.
- F. Corrective Action Plans. If required as a result of monitoring, the contractors shall submit a corrective action plan within 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?

The plan will list the areas of deficiency, corrective actions to be taken, staff responsible for implementation, and projected completion dates.

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

G. Technical assistance and troubleshooting. Provided as needed.

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

**ATTACHMENT F  
BID COVER SHEET FOR  
Operating the One-Stop and Providing Workforce Development Services to  
Adults & Dislocated Workers - RFP 07-015**

Name of Provider serving as Fiscal

Agent: \_\_\_\_\_

Organization

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative

: \_\_\_\_\_

*(Please Print or type)*

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Authorized Representative Signature:

\_\_\_\_\_

Partner Names and Addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact person(s) authorized to negotiate with the WIB:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

*(Please Print)*

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

NUMBER TO BE SERVED: Universal Customers \_\_\_\_\_ WIA Adults \_\_\_\_\_  
 WIA Dislocated Workers: \_\_\_\_\_ WIA Customer Receiving Training: \_\_\_\_\_

Amount of WIA funds requested for Initial Term of 36 Months 7/1/08 – 6/30/11	Total value of leveraged resources for Initial Term of 36 Months 7/1/08 – 6/30/11 Include Partner Contributions	Estimated In-Kind cost for Initial Term of 36 Months 7/1/08 – 6/30/11	Amount of WIA funds requested for Renewal Term of 12 Months 7/1/11 – 6/30/12	Amount of WIA funds requested for Renewal Term of 12 Months 7/1/12 – 6/30/13	Average Cost Per Job Seeker for Initial Term of 36 Months 7/1/08 – 6/30/11  <b>ALL FUNDS</b>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ —

**Certification:** I hereby certify that to the best of my knowledge the information and data contained in this proposal are true and correct. The Provider’s governing body has authorized this application and document, and the Provider will comply with the attached assurance if the contract is awarded.

\_\_\_\_\_  
 Signature - Authorized Representative                                      Title                                      Date

\_\_\_\_\_  
 Signature – Chief Financial Office    Title                                      Date

**Attachment G**

# **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, contract 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.

<p style="text-align: center;"><b>INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS</b></p>
---

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.

<b>INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3; PAYROLL RELATED EXPENSES</b>
---

**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.

<p style="text-align: center;"><b>INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b></p>
---

**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.



**INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS  
FOR REVENUES BY  
PROGRAM SERVICES SECTION**

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.

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**ATTACHMENT G  
HCJFS CONTRACT BUDGET**

AGENCY \_\_\_\_\_

BUDGET PREPARED FOR PERIOD \_\_\_\_\_

NAME OF CONTRACT PROGRAM \_\_\_\_\_

TO \_\_\_\_\_

**INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW**

<u>EXPENSES BY PROGRAM SERVICES</u>	Adult	Dislocated Worker		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K. DIRECT CLIENT EXPENSE TRAINING						
L. DIRECT CLIENT EXPENSE SUPPORTIVE						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED: \_\_\_\_\_

UNIT= \_\_\_\_\_

TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

1.

STAFF SALARIES – Attach Extra Pages for Staff, if needed

POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	Adult	Dislocated Worker		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
<b>TOTAL SALARIES</b>									

2.

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>B. PAYROLL TAXES</b>						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)</b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

3.

<u>EXPENSES BY PROGRAM SERVICES</u>	Adult	Dislocated Worker		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
OFFICE						
CLEANING						
<b>PROGRAM</b>						
<b>OTHER (SPECIFY)</b>						
<b>TOTAL CONSUMABLE SUPPLIES</b>						
<b>E. OCCUPANCY COSTS</b>						
<b>RENTAL @ ___ PER SQ.FT.</b>						
<b>USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST</b>						
<b>MAINTENANCE &amp; REPAIRS</b>						
UTILITIES (MAY BE INCLUDED IN RENT)						
<b>HEAT &amp; ELECTRIC _____</b>						
<b>WATER _____</b>						
<b>TELEPHONE</b>						
<b>OTHER (SPECIFY)</b>						
<b>TOTAL OCCUPANCY COSTS</b>						

4.



<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>F. TRAVEL COSTS</b>						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
<b>MILEAGE REIMBURSE. @ PER MILE</b>						
<b>CONFERENCES &amp; MEETINGS, ETC.</b>						
<b>PURCHASED TRANSPORTATION</b>						
<b>TOTAL TRAVEL COSTS</b>						
<b>G. INSURANCE COSTS</b>						
LIABILITY						
PROPERTY						
ACCIDENT						
<b>OTHER</b>						
<b>TOTAL INSURANCE COSTS</b>						

5.

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERV</b>	<b>TOTAL EXPENSE</b>
<b>H. EQUIPMENT COSTS</b>						
<b>SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)</b>						
<b>TOTAL SMALL EQUIPMENT COSTS</b>						
<b>EQUIPMENT MAINTENANCE &amp; REPAIR (DETAIL)</b>						
<b>TOTAL EQUIPMENT &amp; REPAIR</b>						
<b>EQUIPMENT LEASE COSTS (DETAIL)</b>						
<b>TOTAL LEASE COSTS</b>						
<b>TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)</b>						
<b>TOTAL EQUIPMENT COSTS</b>						

6.

**LARGE EQUIPMENT DEPRECIATION COSTS**

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency’s books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

<b>ITEM(S) TO BE DEPRECIATED</b>	<b>NEW OR USED</b>	<b>DATE OF PURCHASE</b>	<b>TOTAL ACTUAL COST</b>	<b>SALVAGE VALUE</b>	<b>TOTAL TO DEPRECIATE</b>	<b>USEFUL LIFE</b>	<b>CHARGEABLE ANNUAL DEPRECIATION</b>	<b>PERCENT USED BY CONTRACT PROGRAM</b>	<b>AMOUNT CHARGED TO CONTRACT PROGRAM</b>	<b>WHICH CONTRACTED PROGRAM</b>

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>I. MISCELLANEOUS COSTS</b>						
<b>TOTAL MISCELLANEOUS COSTS</b>						
<b>J. PROFIT MARGIN</b>  (For profit entities only- indicate the amount)						
<b>K. DIRECT CLIENT EXPENSE TRAINING</b>						
<b>L. DIRECT CLIENT EXPENSE SUPPORTIVE SERVICES</b>						
<b>TOTAL PROGRAM EXPENSES</b>						

A rationale or basis for the proration of MGT/INDIRECT Cost 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. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: \_\_\_\_\_

<b><u>REVENUES BY PROGRAM SERVICES</u></b>	<b>Adult</b>	<b>Dislocated Worker</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
<b>B. OTHER FUNDING</b>						
<b>FEES FROM CLIENTS</b>						
<b>CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)</b>						
<b>AWARDS &amp; GRANTS</b>						
<b>OTHER (specify)</b>						
<b>TOTAL REVENUE</b>						

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

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

This Contract is entered into on MM/DD/YY between the Board of County Commissioners of Hamilton County through the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") 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 **services to operate and manage the One Stop and providing Workforce Development services to Adults and Dislocated Workers under the Workforce Investment Act (WIA)**.

**TERM**

The Contract term shall commence on the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio and shall expire on **June 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.

In addition to the terms set forth above, this Contract may be renewed, at the option of Area 13 for two (2) additional, one (1) year terms at the prices set forth in Exhibit II, the Provider's response to RFP 07-015, Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers. Area 13 will give the Provider written notice at least ninety (90) day prior to the expiration of the Contract of its intention to renew.

**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 the operation of the One-Stop and provide Workforce Development Services to Adults and Dislocated Workers under the Workforce Investment Act (WIA) as described in Exhibit I, Scope of Service, Exhibit II, HCJFS RFP # 07-015, Exhibit III, The Provider's Proposal to RFP #07-015, and Exhibit IV the Provider's Budget. The parties agree that a billable unit of service is defined in Exhibit I – Scope of Services.

1. Exhibit I – Scope of Services;
2. Exhibit II – The Request for Proposal



3. Exhibit III – Provider’s Proposal to RFP 07-015
4. Exhibit IV – Provider’s Budget
5. Exhibit V – WIA Adult and Dislocated Worker Monthly Expenditure Report

**B. ORDER OF PRECEDENCE**

This Contract is based upon Exhibits I through IV 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 – Scope of Work
2. Exhibit II – The Request for Proposal;
3. Exhibit III – Provider’s Proposal
4. Exhibit IV – Provider Budget

**C. PROVIDER RESPONSIBILITY/REPORTING**

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.

Provider agrees that it will not be paid/reimbursed for any service or expenses for which Provider has not maintained the proper records and documentation. Provider agrees that this provision also applies to records and documentation which are the subject of any audit. For purposes of this Contract, “Proper” documentation of service provided is as follows:

If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending time of the service.

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. Reports shall include, at a minimum:

- a. Monthly narrative and statistical reports in a form satisfactory to HCJFS.
- b. Timely submission to HCJFS' MIS department records and documentation which include: WIA Customer application, enrollment, change in customer status, exit, and follow-up information.
- c. Monthly expenditures/invoices which must include any income or profits earned, including such income or profits earned by sub-contractors, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations as described in Section 8A.

Reporting 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 an analysis of the documentation on hand.

Provider agrees to furnish any additional reports, at any time, which Area 13, in its reasonable opinion, determines are necessary for proper contract administration. Area 13 reserves the right to withhold payment until such time as the required reports are received in the format requested by Area 13.

### **3. MONITORING AND CONTRACT ADMINISTRATION**

**Provider will cooperate and provide records and documentation so that HCJFS can conduct contract administration and monitoring activities for the following purposes:**

- A. Monitoring
  1. Determination of Provider compliance with federal and state laws, rules and regulations, including but not limited to those related to WIA;
  2. Determination of Provider's compliance with all duties and obligations provided for herein;
  3. Evaluation and verification of service Provider performance, including the measurement of the quality and effectiveness of the One Stop and WIA services operations in achieving outcomes and performance standards specified herein, as well as in WIA legislation, and State of Ohio monitoring guidelines;
  4. Identification of strengths and weaknesses in the design and implementation of the services provided for herein, together with recommendations for improving performance, altering program direction and investment of resources;

5. Determination that Provider expenses are within the proper cost categories and within cost limitations specified in the WIA and by Area 13; and
6. Identification of areas where technical assistance to the Provider is necessary and appropriate.

B. Contract Administration

1. No later than one (1) month after the Contract is executed, Provider and Area 13 will meet to perform the following tasks:
  - a. Introduce HCJFS and Provider staff to each other and delineate their roles and responsibilities. Review Table of Organization and identify points of contact;
  - b. Set dates for regular Contract administration meetings;
  - c. Review Contract terms and conditions, including expectations for performance and invoicing;
  - d. Review Statement of Work (Exhibit I);
  - e. Discuss coordination and linkages with One Stop partners and with community partners and support services;
  - f. Review reporting requirements including but not limited to content, forms, date due, method of transmittal;
  - g. Establish case record content expectations;
  - h. Review quality assurance expectations, including procedures for collecting customer satisfaction information and staff training;
  - i. Discuss the performance monitoring philosophy, methodology, and schedule;
  - j. Set date for training on WIA reports, documents, etc.; and
  - k. Identify and resolve problems prior to monitoring to determine if technical assistance is needed.
2. HCJFS will perform, no less frequently than monthly, desk reviews of Provider. Provider agrees to cooperate with and provide any requested information in relation to such desk reviews. Desk reviews will include, but are not limited to, the analysis, evaluation and approval of the following items:

- a. Completed WIA customer eligibility and registration forms to determine if Provider has provided all required data elements, appropriately applied eligibility criteria, and completed and submitted paperwork in a timely manner;
  - b. Documents and all information relating to the use of WIA funding streams and other funding sources;
  - c. All required Management Information Systems (MIS) forms for accuracy and completeness, including follow-up forms;
  - d. Customers' status which includes but is not limited to the last date of service as indicated by SCOTI to ascertain if Customers are being appropriately followed up on and exited from any WIA programs;
  - e. SCOTI management reports on Customers and monthly reports to determine progress on performance standards;
  - f. Monthly reports on activities and progress in carrying out Statement of Work;
  - g. Invoices and back-up documentation;
  - h. Required reports and plans;
  - i. Corrective action plans prepared as a result of identified performance problems; and
  - j. Other reports and documentation as may be requested from time to time by Area 13.
3. HCJFS will conduct monitoring site visits a minimum of one per year for the following purposes:
- a. Review of a sampling of case records, including but not limited to Individual Employment Plans (IEPs), MIS paperwork, progress notes, referrals, and services provided;
  - b. Review of a sampling of employer records, in order to check for timeliness of response, repeat business, job orders received, other services provided along with customer satisfaction.
  - c. Interviews with Customers in relation to services received, level of satisfaction, and recommendations for improvement.
  - d. Interviews with managers on progress in carrying out the Contract,

meeting performance expectations, and need for technical assistance.

- e. Interviews with One Stop staff to ascertain their understanding of One Stop and WIA Services to be provided for herein along with purposes and goals of such services, WIA rules and WIB policies, and their observations about program strengths, weaknesses and areas needing improvement.
  - f. Examination of administrative records, documents, and procedures to ascertain compliance with the Contract as well as state and federal guidelines. Such examination will include procurement and other financial and accounting transactions.
  - g. Review of minutes of meetings with staff, One Stop Partners, subcontractors, training providers, employers, etc.
  - h. Review of services being rendered including but not limited to curricula, meetings and staff training as well as other aspects of compliance with the terms and conditions of the Contract.
  - i. Fiscal audits.
4. Provider and HCJFS will attend scheduled contract administration meetings to discuss issues, progress in meeting the obligations, duties and performance standards set forth herein.

#### **4. SUBRECIPIENT**

If awarded a contract through this RFP, the selected Provider(s) will be designated as a “subrecipient” as referenced by ODJFS’ rule OAC 5101:9-1-88. A subrecipient is defined as a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. The selected Provider will have some of the same restrictions and requirements as the federal, state, and local governments/organizations. The auditing standards set forth in Office of Management and Budget (OMB) Circular A-133,210(b) budgeting protocols, and federal budget/cost guidelines are all applicable to the subrecipient entity.

**A. Indications of a subrecipient relationship include:**

- Provider determines who is eligible to receive what federal financial assistance;
- Provider has its performance measured against whether the objectives of the federal program are met;
- Provider has responsibility for programmatic decisionmaking;
- Provider has responsibility for adherence to applicable federal program compliance requirements; and
- Provider uses the federal funds to carry out a program of the organization, as compared to providing goods or services for a program of the pass-through entity.

**B. Subrecipient Monitoring**

Subrecipients will be monitored according to OMB Circular A-133.400(d)(3) and OMB Circular A-102.40(a).

**5. BILLING AND PAYMENT**

- A. Rates of Payment –For services rendered during the term of this Contract, Provider will be reimbursed under a combination of cost reimbursement, performance and incentive package. Cost reimbursement will be for expenses incurred, documented and properly invoiced during each month of service. Provider acknowledges that it will be reimbursed for its actual expenses and not for the expense amounts set forth on any budget or projection.
- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, acting as 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. Under no circumstances will HCJFS, acting as Fiscal Agent for Area 13, make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) 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 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. The monthly Contract program financial report shall be submitted to the HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. HCJFS reserves the right to withhold payment until such time as the report is received.
- C. Provider will indicate the purchase order, authorization number and vendor number on all invoices submitted for payment.
- D. 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)y 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.

E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.

## **6. ELIGIBILITY FOR SERVICES**

Provider agrees that it is responsible for determining eligibility for WIA Core, Intensive and Training Services under the adult and dislocated allocation in accordance with the rules and regulations set forth in the WIA legislation.

## **7. 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 HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by 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 HCJFS. 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 the HCJFS Director.

C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.



- 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.

## **8. NO ASSURANCES**

Provider acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS 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.

## **9. NON-EXCLUSIVE**

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

## **10. 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 HCJFS, 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 any HCJFS officers, Board of County Commissioners or employees of the county 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.

## **11. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of HCJFS. Provider may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. 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 HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which Hamilton County, the BOCC, HCJFS 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. HCJFS 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 HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice. Provider must notify HCJFS 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 HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

## **12. GOVERNING LAW**

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

## **13. 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.

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 HCJFS be recognized as a legal and binding change to the Contract.

#### **14. 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.

#### **15. TERMINATION**

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider must deliver the notice of termination One Hundred Twenty (120) days \* prior to the effective date of termination. Based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a consumer or unethical or business violations, HCJFS reserves the right to terminate immediately upon delivery of the termination notice. The parties further agree that should Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as Provider has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of **Section 3 – BILLING AND PAYMENT**. HCJFS shall receive credit for reimbursement already made when determining the amount owed to Provider.

Provider, upon receipt of notice of terminations, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, 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 limitations, results accomplished, conclusion resulting therefrom and such other matters as HCJFS may require.

The parties further agree that should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of HCJFS. HCJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by HCJFS.

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

## **16. 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.

## **17. 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.

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.

## **18. PROVIDER SOLICITATION OF HCJFS EMPLOYEES**

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

## **19. 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 HCJFS or its Board of County Commissioners.

## **20. 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 a county employee, employee's business, or any business relationship or financial interest that a county employee has with Provider or in Provider's business.

## **21. 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.

## **22. NO ADDITIONAL WAIVER IMPLIED**

If HCJFS 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.

## **23. CONFIDENTIALITY**

Provider agrees to comply with all federal and state laws applicable to HCJFS and/or consumers of HCJFS concerning the confidentiality of HCJFS' consumers. Provider understands that any access to the identities of any HCJFS 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 HCJFS 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.

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

HCJFS 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 HCJFS a copy of Provider’s most recent annual report, most recent annual independent audit report and any report associated management letters.
- C. HCJFS 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.

## **25. WARRANTY**

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 all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.

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.

## **26. 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 HCJFS at the end of the period for which funds are available.

HCJFS 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 HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **27. 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 HCJFS’ 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.

## **28. COORDINATION**

Provider will advise HCJFS 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 HCJFS for the benefit of this and other agencies within the community.

## **29. 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.

## **30. 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, HCJFS 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.

## **31. 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.

## **32. 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 HCJFS consumers.



### **33. 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 HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS 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 HCJFS 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 HCJFS 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 HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects.

### **34. AMENDMENTS**

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and HCJFS; however, it is agreed by Provider and HCJFS 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 HCJFS 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.

### **35. 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 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) 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. Concurrence 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, 3<sup>rd</sup> 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.”
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, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. 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.
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 HCJFS 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 on behalf of HCJFS.
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 HCJFS. 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 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.
8. 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.
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.

### **36. 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 in behalf of HCJFS 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.

### **37. SCREENING AND SELECTION**

#### **A. Criminal Record Check:**

Provider will complete criminal record checks on all individuals assigned to work with or

transport Consumers. Provider will obtain a nationwide conviction record check through the Bureau of Criminal Identification and Investigation (the "BCII") and obtain a the 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) or ORC 2919.24.

Provider warrants and represents that it will comply with Ohio Revised Code, Section 2151.86.

**B. Verification of Job or Volunteer Application:**

Provider will check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

**38. 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, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

**39. MAINTENANCE OF SERVICE**

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the unit cost and that the level of service existing prior to the Contract shall be maintained.

Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

#### **40. GRIEVANCE PROCESS**

Provider will notify HCJFS 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.

#### **41. 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 HCJFS 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 HCJFS 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.

#### **42. 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. Part 76. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS 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.

#### **43. 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 HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

#### **44. 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 HCJFS for an alternative Provider.

#### **45. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with HCJFS, 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.

#### **46. DEFAULT BY PROVIDER**

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in Section 14, Termination.

MATERIAL BREACH shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Contract and which, by itself or together with one or more

other breach (es), has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion on the non-breaching party such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of the breaching party’s overall conduct under this Contract.

Any extension of time to cure any breach given to Provider by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights HCJFS may have under this Contract.

**47. HCJFS CONTACT INFORMATION**

Jeff Startzman, HCJFS Workforce Development Section Chief, will act as the Project Manager for this Contract on behalf of Area 13 and will act as liaison to the Provider. The parties agree that the following lists of contacts may be updated from time to time without formal amendment.

<b>NAME</b>	<b>PHONE #</b>	<b>DEPARTMENT</b>	<b>RESPONSIBILITY</b>
	946-	Contract Services	Contract changes, contract language
	946-	Contract Services	Contract budget, audits
	946-	Fiscal	billing and payment
	946-	Workforce Development	scope of service, contract changes
	946-	Workforce Development	Project Manager

**48. 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).

**49. 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).



## 50. CONTRACT CLOSEOUT

At the discretion of HCJFS, 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 HCJFS in accordance with contract requirements.

As part of the Contract Closeout process for Provider's contract, the following items may be reviewed and/or verified:

- 1.
- 2.
- 3.

## 51. 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 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 HCJFS 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.

## 52. NOTICES

For any notice under this Contract to be effective, it must be made in writing and sent to the addresses set forth below, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.

### As to Provider

**As to Area 13**

Board of County Commissioners, Hamilton County, Ohio  
138 East Court Street  
Room 603  
Cincinnati, Ohio 45202

Mayor of City of Cincinnati  
801 Plum Street  
Room 150  
Cincinnati Ohio 45202

Southwest Ohio Region Workforce Investment Board  
C/o Deb Milevec  
441 Vine Street  
300 Carew Tower  
Cincinnati Ohio 45202

With copies to:  
Jeffrey Startzman  
Hamilton County Job & Family Services  
222 East Central Parkway  
Cincinnati, Ohio 45219

**53. GRIEVANCE PROCESS**

Provider will notify Area 13, in writing, on a monthly basis, of all grievances initiated by participants that involve the services provided pursuant to 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 Project Manager.

Provider will post the grievance policy and procedure in a public or common area at the One Stop Center and each satellite office so that all Customers are aware of the process.

**54. 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 Provider's subcontractors. Provider shall not include language in any subcontracts that prohibits or restricts said contractors from working with Area 13, in any capacity.

## 55. 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 sufficient detail to identify the claim, together with its character and scope (the "Notice of Dispute"). Such Notice of Dispute 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 and 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: Center Director

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: Senior 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: Assistant Director, HCJFS

Representative for Provider: Vice President

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.

## **56. WIA RULES AND REGULATIONS**

Provider acknowledges that funding for this Contract is provided pursuant to the WIA. Provider agrees to accommodate all reasonable requests by Area 13 in complying with any rules, regulations, and pronouncements required by federal and state official in their administration of the WIA.

## **57. ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Provider agrees that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Provider's operation of the WIA Title I financially assisted program or activity, and to all agreements the Provider makes to carry out the WIA Title I financially assisted program or activity. The Provider understands that the United States has the right to seek judicial enforcement of this assurance.

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

**SIGNATURES**

Hamilton County Board of County Commissioners

Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved By: \_\_\_\_\_  
Mayor of City of Cincinnati/Chief Elected Official Date \_\_\_\_\_

Approved By: \_\_\_\_\_  
Workforce Investment Board Chairman Date \_\_\_\_\_

Prepared By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
Approved By: \_\_\_\_\_

Revised 3/1/06

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# ATTACHMENT I

## 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"> <li>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.</li> <li>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</li> <li>3. Does the audit management letter indicate a problem or areas that need improvement?</li> <li>4. Does the SAS61 indicate problems, concerns, etc.?</li> <li>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.</li> <li>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</li> <li>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:  <a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></li> </ol>

<p>3. Indicate Provider's filing status with the IRS:</p> <ul style="list-style-type: none"> <li>a. 501C3 (not-for-profit);</li> <li>b. sole proprietor;</li> <li>c. corporation (for profit);</li> <li>d. government agency;</li> <li>e. other (specify).</li> </ul>	<p>The filing status is important because of filing and tax conditions which are unique to each category.</p>
<p>4. Received current copies of:</p> <ul style="list-style-type: none"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and add'l. insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>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.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>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.</li> <li>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?</li> </ol>
<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"> <li>a. financial record keeping method <ul style="list-style-type: none"> <li>1) is a separate account set up for our program?</li> <li>2) are invoices filed for easy reference?</li> </ul> </li> <li>b. cash or accrual system;</li> <li>c. revenue source during start-up period;</li> <li>d. ability to issue accurate and timely reports</li> <li>e. maintenance of client service records . <ul style="list-style-type: none"> <li>1) method for documenting client service;</li> <li>2) method for compiling data for reports;</li> <li>3) method for tracking performance indicators;</li> </ul> </li> <li>f. how will the Provider manage cash flow during the first 3 months of the contract?</li> </ul>	<ol style="list-style-type: none"> <li>1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account.</li> <li>2. Determine how financial invoices will be filed. Is this adequate for audit purposes?</li> <li>3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported.</li> <li>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.</li> <li>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?</li> <li>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?</li> <li>7. Since the initial reimbursement will be approximately two (2) months from the end of the first service month, discuss with provider how program expenses will be paid during that time.</li> </ol>
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. current professional license/certification;</li> <li>b. driver's license with &lt; 5 points;</li> <li>c. proof of car insurance;</li> <li>d. police/BCII check completed within the last 12 mons.</li> </ul>	<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"> <li>a. is public transportation readily available?</li> <li>b. how far from the program site is the public transportation stop?</li> <li>c. indicate the type of available parking facilities: <ul style="list-style-type: none"> <li>1) private lot;</li> <li>2) municipal/public lot;</li> <li>3) on-street parking;</li> <li>4) client/staff pay to park.</li> </ul> </li> </ul>	<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"> <li>a. indicate general impression of appearance- cleanliness, neatness, safety, etc.</li> <li>b. is facility handicapped accessible?</li> <li>c. are bathrooms handicapped accessible?</li> <li>d. does facility design ensure client confidentiality?</li> <li>e. is the facility adequate for our program?</li> <li>f. ask provider if a negative building safety report has been issued by the fire department.</li> </ul>	<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"> <li>a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?</li> <li>b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?</li> <li>c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?</li> <li>d. what is provider's plan for conducting self-reviews to ensure contract compliance?</li> <li>e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?</li> <li>f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?</li> <li>g. what is provider's plan for monitoring contract utilization?</li> </ul>	<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?

<p>5. Received copy of providers’s QA/QI plan or activities. At a minimum, the following must be included:</p> <ul style="list-style-type: none"> <li>a. consumer program satisfaction results (define method(s) to be used);</li> <li>b. HCJFS &amp; provider staff satisfaction feedback mechanism (defined in plan);</li> <li>c. unduplicated monthly &amp; YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units;</li> <li>d. how goal/performance standard attainment will be documented and reported on an individual &amp; aggregate basis;</li> <li>e. written information regarding service programs operated by provider &amp; how the information is disseminated to consumers;</li> <li>f. provider’s publicized complaint &amp; grievance system to include written policies &amp; procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries;</li> <li>g. detailed safety plan;</li> <li>h. detailed written procedure for maintaining the security and confidentiality of client records.</li> </ul>	<ul style="list-style-type: none"> <li>1. Does the agency have a Quality Improvement program?</li> <li>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?</li> <li>3. Is there a client satisfaction mechanism in place?</li> <li>4. How are client contacts, referrals, service delivery measured and tracked?</li> <li>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?</li> <li>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</li> <li>7. Grievance process available - easily accessible to clients.Process for tracking and reporting individual and aggregate data on grievances?</li> <li>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</li> <li>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?</li> </ul>
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**ATTACHMENT I**  
**Hamilton County Department of Job and Family Services**  
**Provider Certification Document**

**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.

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

<b>13. Program Address, if different</b>	
<b>14. Program Phone #, if different</b>	
<b>15. Program Fax #, if different</b>	
<b>16. Agency's Hours/Days of Operation</b>	
<b>17. Program's Hours/Days of Operation</b>	
<b>18. Indicate seasonal hours/days of operation, if applicable</b>	
<b>19. Agency Director's Name</b>	
<b>20. Agency Director's E-Mail Address</b>	
<b>21. Program Director's Name, if different</b>	
<b>22. Program Director's Phone #, if different</b>	
<b>23. Program Director's E-Mail Address</b>	
<b>24. Program Contact Person, if different</b>	
<b>25. Program Contact Person's Phone #, if different</b>	
<b>26. Program Contact Person's E-Mail Address</b>	

**NOTES:**

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

Item	Comments	Date Rec'd.	Date Complete
<b>1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.</b>			
<b>2. Reviewed and accepted:</b> 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 <a href="http://www.gao.gov/policy/guidance.htm">http://www.gao.gov/policy/guidance.htm</a>			
<b>3. Indicate Provider's filing status with the IRS</b> a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			

<b>4. Received current copies of:</b>			
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.			
<b>5. Reviewed 3 of the last 12 months board minutes</b>			
<b>6. Reviewed accounting/record keeping system:</b>			
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?			
<b>7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:</b>			
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.			
<b>8. Transportation Issues (when applicable)</b>			
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.			
<b>9. Interior - Public Areas</b>			
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.			
<b>10. Contract Management Plan - review provider's written plan for contract management.</b>			
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. <b>Training plan for program area staff.</b> a. proof provider staff are aware of contract requirements.			
2. Written program policies			
3. <b>Policy &amp; procedure manual for staff</b> 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. <b>Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included:</b> 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:**

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**ATTACHMENT J**  
**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 K

**AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Corporation or Business Trust)  
(R.C. 3517.13(J)(3))**

PO# \_\_\_\_\_/Quote# \_\_\_\_\_

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_.  
[Name of Corporation/Business Trust]
2. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Corporation/Business Trust]
3. On behalf of \_\_\_\_\_, I do hereby certify that all of  
[Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:
  - (a) Each owner of more than twenty per cent of the corporation or business trust;
  - (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
  - (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
  - (d) Any political action committee affiliated with the corporation or business trust;
  - (e) Any combination of persons identified in (a) through (d) of this section.
4. I further certify that if \_\_\_\_\_ is awarded a  
[Name of Corporation/Business Trust]  
contract, 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 (J)(2) of Section 3517.13 of the Ohio Revised Code:
  - (a) An owner of more than twenty per cent of the corporation or business trust;
  - (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
  - (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
  - (d) Any political action committee affiliated with the corporation or business trust;
  - (e) Any combination of persons identified in (a) through (d) 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 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: \_\_\_\_\_

ATTACHMENT K

AFFIDAVIT IN COMPLIANCE WITH  
SECTION 3517.13 OF THE OHIO REVISED CODE  
(Individuals or Non-Corporate Entities)  
(R.C. 3517.13(I)(3))

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_.  
[Name of Entity]
3. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Entity]
5. On behalf of \_\_\_\_\_, I do hereby certify that the  
[Name of Entity]  
following persons, if applicable, are in compliance with division (I)(1) 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.

6. 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 L  
 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
HOME PHONE		COUNTY
		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			

### 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