

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

RFP BID # 07-001

Issued by

Southwest Ohio Regional Workforce Investment Board and Youth Council

In partnership with

City of Cincinnati, Office of the Mayor, and

Hamilton County Job & Family Services

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Bidders' Conference: February 22, 2007

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Room 605, 6th Floor

138 East Court Street

Cincinnati, Ohio 45202

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MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction

The Southwest Ohio Region Workforce Investment Board (WIB) and Youth Council, in partnership with the Mayor of the City of Cincinnati as Chief Elected Official (CEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area 13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed September 9, 2004, Hamilton County Job & Family Services (HCJFS) is designated as the Fiscal agent and Administrative Entity for Local Workforce Investment Area 13.

HCJFS receives policy guidance from the 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.

1.2 Purpose

The purpose of this RFP is to solicit innovative, year-round youth workforce development programs to help prepare eligible, at-risk youth for successful entry into the workforce. This RFP seeks proposals in accordance with the Workforce Investment Act of 1998 (WIA), title I, Public Law 105-220, the Southwest Ohio Workforce Investment Board (WIB) Plan and Policies, and the governing rules of Hamilton County Job & Family Services (the Administrative Entity).

1.3 Contract Period

Any contract(s) awarded as a result of this RFP will run for an initial term of two (2) years with an option to renew for another one (1) year period (see Bid Cover Sheet Attachment F for multiple budget amounts), contingent on performance and funding availability. Contracted services for the initial two (2) year term are to be initiated on or about July 1, 2007 and run through June 30, 2009.

1.4 Funding Availability

The WIB will determine funding amounts based on funding availability and on the number of youth to be served by the selected applicant(s) and their demonstrated ability to meet performance outcomes in a cost effective manner. Funding is contingent upon availability of funds under Title I of the WIA (see Section 1.7 Legislative Background for funding information).

1.5 Leveraging Funds

The role of assisting young people to transition into productive adulthood is bigger than any one program or system. In order to have a meaningful impact on the quality and breadth of the youth services system, applicants must demonstrate their ability to leverage funding streams to serve as required matches or in-kind contributions to WIA dollars, and to draw upon additional resources beyond WIA funding. Applicants should describe how multiple funding sources can be leveraged to benefit participants and increase cost-effectiveness of federal funds. Applicants must demonstrate an understanding of and ability to track and manage multiple local, state, and federal funding sources in compliance with applicable budgeting and program standards. Applicants must meet the requirements of subreciprocity as described below and required by ODJFS and HCJFS.

1.6 Subrecipient

If awarded a contract through this RFP, the selected applicant(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 applicant 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 successful applicant.

1. Indications of a subrecipient relationship include:
 - a. Provider determines who is eligible to receive federal financial assistance;
 - b. Provider has performance measured against whether the objectives of the federal program is met;
 - c. Provider has responsibility for programmatic decision making;
 - d. Provider has responsibility for adherence to applicable federal program compliance requirements;
 - e. Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.

1.7 Project Overview

Legislative Background

The federal Workforce Investment Act of 1998 (WIA), Public Law 105-220, was enacted in August 1998 to consolidate, coordinate and improve employment, training, literacy and vocational rehabilitation programs in the United States. 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 including youth. Local One-Stop centers integrate core customer services of these federally funded workforce and employment programs (Required Partners) for the public and regional employers.

For youth, the intent of WIA legislation is to move away from one-time, short-term interventions and towards a systematic approach that offers youth a comprehensive set of service strategies and a closer link to the labor market. In addition, the Act requires connections between youth programs and the One-Stop system providing information on the full array of appropriate services available to youth. WIA provides fill-the-gap funding to help youth:

- Avoid academic failure and school drop out
- Gain adequate basic literacy and numeracy skills to succeed in employment
- Gain the necessary skills to manage independent living, to get and keep a job, and to advance in the workplace
- Attain high school diplomas, GEDs, and credentials related to employment
- Gain skills to be leaders and citizens
- Become engaged in activities promoting long-term self-sufficiency: employment, apprenticeships, the military, post-secondary education, or vocational training

Recent guidance from the Department of Labor (DOL) envisions WIA programs as offering “youth who have become disconnected from mainstream institutions and systems another opportunity to successfully transition to adult roles and responsibilities.” WIA programs need to aim “at preparing the country’s most at-risk and neediest youth for real job opportunities” in high growth and high demand industries in the 21st century. Experts tell us that in the current economic reality, the ticket to success and a living wage in the 21st century labor market is solid cognitive, decision-making, and people skills and some post-secondary education. The WIA youth system is an opportunity for intervening in the life trajectories of vulnerable youth to give them a better chance to build productive lives.

The Department of Labor (DOL) set a new vision for WIA youth services in 2004: “Out-of-school youth (and those most at risk of dropping out) are an important part of the new workforce “supply pipeline” needed by businesses to fill job vacancies in the knowledge economy. WIA-funded youth programs will provide leadership by serving as a catalyst to connect these youth with quality secondary and postsecondary educational opportunities and high-growth and other employment opportunities.” To achieve this vision, DOL is adopting a new strategic approach across four major growth areas: 1) alternative education, 2) meeting the demands of business, especially in high-growth industries and occupations, 3) targeting neediest youth and 4) improving performance. The neediest youth are identified as youth in foster care (particularly those aging out of foster care), youth in the juvenile justice system, children of incarcerated parents, and migrant youth.

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 and service delivery. Changes may include, but are not limited to, modifications in the defined target populations and eligibility/documentation requirements, funding availability, documentation requirements and performance goals.

The Workforce Investment Act and Regulations are available on the Internet at www.doleta.gov/reggs , Useful websites on legislation and best practices may be found in **Attachment M**.

Vision & Guiding Principles

The WIB appointed Youth Council's vision for investing in young people is a system that provides "just in time" services to ensure that Southwest Ohio Region youth acquire the skills necessary for success in education and employment, as well as allowing businesses to gain a skilled workforce.

Guiding Principles:

1. A System Dedicated to the Success of Young People.

That all young people would have access to a wide range of programs, services and activities providing the best practices of training and support to guarantee an opportunity for successful transition into adulthood. Youth will have positive interactions with peers and knowledgeable, caring adults in success-oriented environments that foster holistic educational, leadership, and employment skills development. That young people be active partners in the design of the system and feel a keen sense of ownership in their community. That youth are empowered to take leadership roles in defining the full range of services which are responsive to both their needs and wants.

2. A System of Committed Partners.

Increasing our investment in youth now will ensure economic and individual success well into the 21st Century. No single agency or system partner can achieve this alone. All partners must set aside individual interests and come to the table prepared to share their expertise in youth programming. We must develop strong linkages among partners to optimize human & financial resources, create a continuum of service interventions, leverage funds to ensure a variety of educational, developmental, and employment-related activities and service interventions which are accessible to all youth.

3. A System Responsive to Business Needs.

In order for our system to achieve quality employment outcomes, local business participation in the design and delivery of programming activities is essential. The system can greatly benefit from businesses articulating those skills necessary for young people to succeed in the work world.

Education and training providers will be better equipped to assist young people in developing their individual career paths by better understanding just how these skills are used in real work situations, what opportunities are available to first-time jobseekers and what skills are needed for securing the next job.

4. A System Committed to Continuous Improvement.

The needs of young people and the needs of business are constantly shifting. What's developed as a system today will not be the system of

tomorrow. Partners in the system must have a commitment to collecting feedback from customer groups (young people and businesses), using customer feedback to make modifications to program design and service interventions, and responding to economic and environmental variables. We must start with the best of what we know about youth development today and make it even better for the future.

The Southwest Ohio Region has invested a great deal in changing the way we do business as it relates to youth education and development. Our goal is to bring together all the quality programming practices of Southwest Ohio Region's emerging workforce investment system as well as build on lessons learned from other states and communities.

5. A System That Includes An Emphasis On Out-of-School Youth.

For those young people who complete high school or drop out of school, there is a need to establish a rapid attachment to work, for the first job as well as future jobs, including service interventions which assist young people to attain, retain, and advance to better jobs. The system will design fast track interventions which provide employability and skills training, so that a young person will experience success at each stage of their career development.

6. A System That Is Locally Driven.

As a group we will develop progressive programming strategies within the workforce investment area to transform the current system for the future. A

proactive Workforce Investment Board and Youth Council will spearhead the governance of the system by taking a clear, no-nonsense approach to identifying and addressing youth issues. These governing bodies will oversee the system by convening partners and advocating strong youth policy and quality programming practices.

Target Populations

All WIA Title I Youth funds must be used to serve Workforce Area 13 (the City of Cincinnati & Hamilton County) income-eligible youth between the ages of 14 and 21, using the 70% of the Lower Living Standard Income Level (LLSIL – Attachment A) and who have one or more of the following barriers:

- Deficient in basic literacy skills (below 8.9 grade level on a standardized test)
- School drop out
- Homeless, runaway or a foster child
- Pregnant or parenting
- Offender
- A youth who requires additional assistance to complete an educational program, or to secure and hold employment

WIA funds serve both in-school and out-of-school youth. WIA mandates that a minimum of 30% of WIA funds be spent on out-of-school youth.

5% Income Exception

Up to 5% of Area 13 youth enrolled may be exempted from income eligibility requirements using the 70% of the Lower Living Standard Income Level (**LLSIL - Attachment A**) if the current total of over income youth is below 5%.

WIA Required Activities & Ten Program Elements

The Workforce Investment Act has required activities that must be addressed by local programs to help youth transition successfully into adulthood and self-sufficiency.

Section 129(c)(1) of the Act requires that all programs:

- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant;
- Develop individual service strategies for each participant that identifies an employment goal;
- Provide preparation for post secondary educational opportunities in appropriate cases;
- Establish strong linkages between academic and occupational learning;
- Prepare enrollees for unsubsidized employment opportunities in appropriate cases, and
- Develop effective connections to intermediaries with strong links to the job market, and to local and regional employers.

Section 129(c)(2) of the Act requires the following ten (10) program elements be made available to each enrolled participant:

- Tutoring/Study Skills Training
- Alternative Secondary School Services
- Occupational Skills Training
- Summer Work Experience
- Support Services
- Citizenship and Leadership Development Activities
- Adult Mentoring
- Comprehensive / Guidance & Counseling
- Paid and Unpaid Work Experience
- Follow-up Services (at least 12 months)

Definitions of these ten (10) elements can be found in **Attachment B**.

Selected applicant(s) shall be required to provide or connect youth to all ten (10) WIA service/activity elements. If a required program element is not provided by the applicant, the applicant must identify prospective financial or non-financial partners to provide the element, and describe how the participant will access the required element.

Eligible Applicants

Eligible applicants may be one of the following:

- Established Community-based organizations (CBO)
- Public Agencies
- Private For-Profit Businesses
- Private Non-Profit Businesses
- Educational entities

This is an open and competitive procurement process. All applicants must demonstrate the existing expertise, capability and capacity to serve the targeted population. They must demonstrate the capacity and commitment to operate in a continuous improvement environment guided by customer needs, customer satisfaction, customer success, as well as meeting state and local performance standards.

Funding is not available to allow for training of inexperienced applicant(s).

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

1.8 Project Requirements

Partnerships

In order to achieve the greatest possible community impact, both the WIA Act and the local WIB encourage partnering and collaboration to deliver the most effective services. Suitable partners include, but are not limited to, community based youth-serving organizations (particularly those working with targeted youth), public schools and community colleges, the juvenile justice system, public agencies such as Mental Retardation & Developmental Disabilities (MRDD), recreation centers, and faith-based organizations. If proposal(s) involve a partnership, it must include a plan for effective collaboration at both the direct service and management levels. The proposal must include a letter of agreement generally outlining the partnership

and the activities or services to be provided by each of the partners. Before funding, partnerships will have to be firmly established by means of a formal Memorandum of Understanding (MOU), whether developed as an umbrella agreement with a variety of agencies, or independently with a particular partner. The MOU must include, but is not limited to the following information:

- A description of which WIA elements will be provided by each partner
- A description of procedures for managing the partnership and communicating among partners
- How the costs of services and operating costs of the partnership will be funded
- Method of referral between partners
- Duration of the Memorandum and procedures for amending the Memorandum
- Other provisions as agreed upon by the parties of the MOU.
- Monitoring/tracking funds/methods
- Eligible consumers

Employer Connections

Applicants shall indicate in their proposal how they have (or intend to) develop links to local employers for information about labor market needs, training, employment and internships. Employers could also provide in-kind contributions and funding.

1.9 Scope of Service

1.9A Awarded Provider Responsibilities

Applicants submitting proposals are strongly encouraged to review Section 5.3 Contract Period, Funding & Invoicing carefully prior to drafting proposal(s).

- Programs must be easily accessible to youth. Programs must be safe and youth-friendly. Services should be readily accessible by public transportation. Programs and services must be sensitive and accommodating to diversity of neighborhoods, culture, language and disability. Applicants shall follow established Federal, state and local policies and procedures. (**See Attachment C** for Service Matrix, which summarizes the roles and responsibilities of the Administrative Entity, youth services at the One-Stop and services of in-school and out-of-school youth).
- The applicant shall complete all of their own Sharing Career Opportunities and Training Information (SCOTI) entry effective 8/1/07. SCOTI is a system by which eligibility is determined, cases are managed and performance outcomes are reported.

1.9B Requirements for Youth Services at the One-Stop (Youth Zone)

The cornerstone of the workforce development system is the One-Stop Services Center. This delivery system is the mechanism through which programs and services are integrated. Space is available at the One-Stop Center 1916 West Central Parkway, Cincinnati, Ohio 45214 for the operation of a Youth Zone.

The Youth Zone shall include a Resource Room that includes but is not limited to the following:

- ◆ Information on the full spectrum of youth activities and services in the region, including WIA-funded and non-WIA funded services
- ◆ Access to computer assisted learning laboratory already in place that can conduct diagnostic tests on basic skills levels and provide remediation.
- ◆ Local labor market information, including high growth industries and career pathways to these jobs.
- ◆ Access to job matching websites
- ◆ Career exploration resources
- ◆ Resource stations equipped with employment, career exploration, training and educational information
- ◆ Information on training programs and sources of grants and loans
- ◆ Space for youth to engage in interactive activities
- ◆ Up to date referral information for older and younger youth vendor services within the WIA system
- ◆ Information on adult services within the One Stop and through its Partners

The staff shall work closely with the One-Stop partners to assure mutual referrals, exposure of youth to One Stop Services, and effective use of each other's resources. They shall also coordinate with the One-Stop in developing partnerships with local businesses and gathering information about their ongoing and emerging labor market needs.

- ◆ **Outreach and Recruitment**

Outreach and recruitment shall be conducted to attract a sufficient number of youth who are in need of and would benefit from services and who meet the requirements to receive such services. The successful applicant shall be

responsible for adequately informing individuals and groups of the services available in the WIA youth system. The successful applicant shall also be responsible for conducting outreach in the form of Leadership Development activities at least four (4) times per year with each of the WIA youth vendor sites. Additional outreach and recruitment methods may include formal advertising, use of reciprocal agreements with other agencies, flyers, brochures, word-of-mouth, visits, groups or other methods of program information dissemination. Outreach and recruitment will also cast a broad net, going to where the youth congregate or receive services.

◆ **Orientation**

Recruited youth will be invited to the One-Stop, where the Youth Zone shall provide a general orientation that informs youth and their parents or guardians of the full array of services available through local WIA and non-WIA youth programs. These include non-traditional opportunities and services that offer appropriate training and education. Orientation may include site visits to service Providers and other activities to engage and motivate the youth to participate in WIA services. The orientation shall include a complete overview of the processes and procedures youth can expect as they proceed through the WIA One Stop System. The frequency of delivery of these orientations shall be on an individual walk-in basis with one regularly scheduled session monthly. The Youth Zone Provider is encouraged to develop approaches to ensure accessibility of orientation, a consistent message and quality delivery.

◆ **Referral to Provider**

During orientation, youth will be informed of all appropriate WIA youth vendors and referred to a particular service Provider(s), depending on initial assessment of their needs and their service preferences.

♦ **Service to Current Participants**

The applicant shall be responsible for the referral of current participants enrolled in the WIA youth system.

Leadership Development Activities:

WIA Leadership Development services provided by the Youth Zone will include but not be limited to: providing youth with a definition of Leadership Development, an overview of how Leadership Development will assist them in personal growth, relationship building in the work place and independence, developing and delivering Leadership curriculum and activities related to the WIA Leadership element, and bridging services with the Youth Zone's Resource Room.

WIA eligible youth must be co-enrolled in the Leadership Development element in SCOTI as a prerequisite to the Youth Zone staff's preparation and facilitation of Introductory Leadership Development activities that meet the generalized needs of the vendor population to be serviced. The Youth Zone will enter case notes in SCOTI identifying the onsite introductory services provided to each youth after initial activity at vendor sites. Additional documentation will include future contacts with youth that take place at the Youth Zone and will remain the responsibility of Youth Zone staff. The Youth Zone is not responsible for outstanding goal attainments or for conducting follow up activities and services once the youth is no longer enrolled with the primary WIA provider.

1.9C Requirements for In-School Youth Services

Services for in-school youth should provide long-term comprehensive services covering the ten (10) required WIA program elements. The Provider does not have to provide all ten (10) elements, but must be able to arrange for the delivery of all ten (10) elements of service for each youth. The funds under this RFP are not intended to pay for services currently funded through other sources, but to provide the additional services that target youth who may need help in order to develop a full range of skills to successfully transition into adulthood. The design should encourage and motivate youth to: 1) complete their secondary education, 2) provide activities and situations to learn and apply basic education skills, 3) incorporate alternative and innovative approaches to teaching basic educational skills. Such as, tutoring activities, project & work based learning activities, and strategies to expose young people to the world of work and career opportunities.

Proposals are sought that specifically address the following:

- School completion
- Academic remediation for youth testing below the 8.9 grade level
- Career exploration
- Development of work readiness skills
- Linkages to employment, post secondary educational opportunities, including college, apprenticeships and vocational education; and to the military.
- Leadership opportunities
- Peer group activities and mentor programs

Services may take place during the school day, after school or Saturdays.

All in-school youth must have at least one (1) of the following goals: basic skills, work readiness skills, or occupational skill attainment, with a maximum of three (3) within a

twelve (12) month period. Youth do not have to have more than one (1) goal at a time. An in-school youth is not officially enrolled into WIA until enrolled in at least one of the ten (10) WIA elements and has at least one (1) skill attainment goal. Applicant(s) shall be required to measure, document, and report, per instructions from the Administrative Entity, the achievement of gains related to basic skills, work readiness skills, and occupational skills.

1.9D Requirements for Out-of-School Youth Services

Services to out-of-school youth should focus on the re-engagement in education that leads to a high school diploma or GED, employment and life skills training. Applicants must engage young people who have left school before graduation (school drop-outs) or have received a high school diploma or GED but are deficient in basic skills, unemployed or underemployed. The purpose of the program will be to match young people with skills and services that enable them to prepare for successful careers. The program must provide a strategy for improving educational skills through tutoring, computer literacy or other instruction, facilitate the earning of an educational certificate and provide opportunities for employment, as well as provide a process for documenting and communicating those outcomes.

Proposals are sought that offer comprehensive services that address the self-sufficiency challenges of out-of-school youth. Enrolled youth should have access to the following services and activities:

- Exploration of varied high -demand careers, including non-traditional jobs for women;
- Job readiness training and assistance with job retention, including coaching as needed;

- Unsubsidized full and part-time employment opportunities;
- Basic skills remediation;
- Skills training services leading to certification and unsubsidized employment;
- Programs that develop basic academic and occupational skills simultaneously, including project based learning;
- Flexible class schedules to accommodate participants' employment and/or child care responsibilities;
- Linkages to advanced skills and education programs
- Drop out recovery programs.

1.9E Requirements for Both In-School and Out-of-School Youth Services

- Outreach & Recruitment
- Objective Assessment & Completing the Individual Service Strategy (ISS)
- Provision of WIA ten elements to each participant either through direct service or arrangement of such service
- Case Management
- Record-keeping
- Reporting and Data Tracking
- Follow-up Services
- Outcomes

Outreach & Recruitment

Each applicant shall be responsible for outreach and recruitment for their program services. During recruitment, applicants shall advise potential participants of the necessary paperwork for eligibility.

Objective Assessment and Completion of the Individual Service Strategy (ISS)

The selected applicant(s) shall conduct an assessment of each participant's academic, work readiness, occupational interests, and support service needs. These assessments are designed to:

- help youth identify their strengths, skills, personal goals, and aspirations
- determine an effective package of services to be delivered by applicant and any partners

This will occur through in-depth interviewing with the youth, use of assessment tools, and review of available information about the youth. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs and developmental needs, and motivation. The Provider shall document the results of the objective assessment on an Individual Service Strategy (ISS) (**see Attachment D**) and transfer to the SCOTI system. The Provider shall work with the youth in developing an individualized, written plan of long and short-term goals and action steps that includes educational, employment/career related involvement in WIA youth activities and support services needed. The plan will identify education and employment goals, and set at least one skill attainment goal in basic skills, work readiness skills, or occupational skills. Goals and services should reflect the needs and interests of the youth and be age-appropriate.

Provision of WIA Ten Elements

It is the responsibility of the selected applicant(s) to rapidly engage youth in appropriate services. WIA requires that the ten (10) program elements (Attachment E) be offered to each enrolled participant. Selected applicant(s) shall be required to provide or arrange all ten (10) WIA program elements through their own programs, partnerships, procurement of services (see section 1.6 to determine procurement criteria) or referral to a non-WIA provider. Preference will be given to proposals that offer the WIA ten (10) elements in one (1) place or closely situated locations accessible to targeted youth. These include

activities that assist youth in improving basic and work readiness skills and provide leadership development activities. Selected applicant(s) are encouraged to integrate WIA elements into comprehensive approaches for increasing academic and work readiness skills and developing work-related personal and social competence. Successful proposals shall also offer a wage progression strategy for youth -- rapid attachment of youth to the workforce, continual skill gains, literacy and numeracy gains, personal development for the youth's complete and successful transition into adulthood and self-sufficiency and services assisting those employed toward meeting the required wage gains during follow-up. The goal is to have accessible, seamless services that are easy for youth to navigate.

Selected applicant(s) may be allotted funds for stipends to pay participants while in work-based learning activities, internships, and other enrichment experiences. Selected applicant(s) may also budget funds for youth incentives for achieving milestones. In planning and delivering the ten (10) elements, selected applicant(s) shall involve employers as much as possible—

- for advice on program design and labor market needs
- for work experiences, internships, job shadowing, and summer employment
- for in-kind (such as mentoring and teaching) and financial support (such as incentives and training)
- in hiring youth for unsubsidized positions.

Case Management

Selected applicant(s) shall be responsible for case management which includes maintaining case files on each enrolled youth and compiling all data regarding participation, activities and follow-up. The purpose of case management is to assure each youth remains engaged, is progressing steadily and has services that meet ongoing and emerging needs.

Every youth will receive case management from the youth's primary service provider, as part of comprehensive guidance and counseling, preferably from one person or a small team.

Case management includes the following responsibilities:

- ◆ Based on initial and ongoing assessment, to work with the young person to set goals/learning objectives, to establish a detailed service plan for attaining the skills needed to complete school, and to find and keep employment and to advance in the workforce
- ◆ Provide or arrange appropriate services and activities based on the ISS and the youth's documented need. These may include other WIA service providers and non-WIA services if available and appropriate
- ◆ Reinforce expectations and promote better participation and progress. Monitor the youth's progress closely through personal contact with youth and staff delivering services. Review of reports, case files, portfolios and the like.
- ◆ Maintain electronic information for tracking purposes. Complete periodic reviews of youth progress on their ISS and goals, and revise the ISS as needed. Assure that documentation of goal achievement occurs within required time frames.
- ◆ Maintain case files that document attendance and academic and workplace progress, services received, outcomes, and time, date, and content of customer contact. Case files must include the application, eligibility determination/verification, assessment results, Individual Service Strategy, status changes for enrollment, activity changes, termination and follow-up.
- ◆ All case information must be routinely updated in the SCOTI system and accurately reflect goals and objectives set and obtained. All case notes must be reflective of current case status and should address all documentation in case files.

- ◆ Identify and arrange for new or continuing services and activities that meet individual youth's needs. This may occur when youth complete services, are becoming disengaged, and/or are facing new barriers to success.
- ◆ Provide guidance and counseling: Serve as counselor, advocate, coach and role model and do whatever it takes to help the youth succeed. (Mentors may also play some of these roles).
- ◆ Exit youth at the appropriate time to maximize attainment of WIA performance standards as well as the youth's development and potential for success.
- ◆ Conduct follow-up for twelve (12) months after each youth's exit.

Record Keeping

All records for the program must be retained for a period of three (3) years after the customer has exited services. Records may be public and must be made available upon written request of WIB/YC and HCJFS (Administrative Entity).

Reporting and Data Tracking

Contracts will delineate reporting requirements. They shall include but not be limited to:

- Paperwork documenting youth plans, progress, goal achievement, and post-exit outcomes. HCJFS will provide forms and train applicant's staff on their correct use.
- Monthly reports to HCJFS as the Administrative Entity
- Other reports as requested.

Selected applicant(s) shall be responsible for completing required paperwork including eligibility determination, academic and work readiness assessments, and managing the timely documentation of outcomes related to state performance standards. Selected

applicant(s) shall agree to enter all information into the state database system.

Follow-up Services

Follow-up services for program participants are provided by both the In-School and Out-of-School Services provider(s) and should continue for at least twelve (12) months after the individual exits the program to ensure continuity of services and progress towards the performance outcomes. The types of services provided must be based on the needs of the individual. Follow-up services are critical to performance measures.

1.10 Project Deliverables

1.10A Outcomes

Selected applicant(s) are responsible for achieving specified outcomes for youth based on federal performance measures and locally negotiated performance **(see Section 1.10B Performance)**. They must demonstrate how their program activities will lead to performance outcomes.

1.10B Performance

Performance Standards:

For performance purposes, youth are divided into two categories: “younger” youth age 14 through 18, and “older” youth, age 19-21. Because performance is based on long-term gains in education, employment and earnings, selected applicant(s) must closely evaluate staff time to be spent in follow-up and tracking services and plan for it accordingly.

All performance measures are triggered at time of exit, except for the younger youth skills attainment measure.

The performance standards for Program Year 2007 (PY07) have not been negotiated with the State of Ohio and the United States Department of Labor at the release of this RFP however, the 2007 goals do not begin until July 1, 2007 and will be shared prior to that date. The standards for Program Year 2006 (PY06) are as follows:

YOUNGER YOUTH 14-18		OLDER YOUTH 19-21	
Skill Attainment	80.0	Entered Employment Rate	65.0
Diploma or Equivalent Rate	64.0	Employment Retention	80.0
Retention Rate	53.0	Average Earnings Change	\$3,600.00
		Credential Rate	48.0

- Additional details regarding the above performance standards can be found in **Attachment E.**

New Common Measures as identified in Training and Employment Guidance Letter 17-05

- Placement in employment or Education – employment and education includes: paid employment, military, post-secondary education, and/or advanced training and/or occupational skills training.
- Attainment of a Degree or Certificate – high school diploma, GED or recognized certificate.
- Literacy and Numeracy Gains – educational improvement for out-of-school youth

There are no negotiated levels for these measures at this time, but reporting of outcomes is required.

Local Performance Standards

Contractual performance standards, tied to cost reimbursement and profit or incentives, are subject to negotiation, and may include all or some of the following;

- Number of youth enrolled
- Proportion of youth who exit and have at least one positive outcome (goal attainment, diploma or training certificate, employment/military, vocational training/apprenticeship, or secondary education enrollment.)
- Proportion of basic, work readiness, and occupational skill attainment goals being met by younger youth
- Proportion of youth placed in employment, unsubsidized or subsidized.

2.0 Bid Format

To expedite and simplify the process for evaluating proposals, and to ensure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must contain all the elements of information specified **without exception.** Proposal pages must be numbered, and Proposal section Headings must correspond to the following format:

Section 1 - Cover Sheet

Section 2 - Executive Summary

Section 3 - Scope of Service Questions

Section 4 - Customer References

Section 5 - Partnerships

Section 6 - Personnel Qualifications

Section 7 - Distinguishing Characteristics

Section 8 – Cost of Proposed Service

Section 9 – Budget & Budget Narrative

Section 10 - Delinquent Property Tax Statement

Section 11 – Terrorist Declaration

2.1 Section 1 Cover Sheet

Provide the following information on Attachment F:

- A. Each proposal must be signed by an authorized representative of the applicant and also include the names of individuals authorized to negotiate with the WIB. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals will be rejected.

- B. List all partner names and addresses that will be connected with this proposal.

- C. Select the type of service proposed for each proposal. For example, One Stop, etc., Applicant may choose one, two or all three services.

- D. List the Target Group and the number to be served.

- E. At the bottom of the cover sheet list:
 - the initial total cost for the initial twenty-four (24) month term
 - total value of leveraged resources for initial twenty-four (24) month term
 - projected cost of each youth served for initial twenty-four (24) month term
 - the estimated total cost for one renewal twelve (12) month term
 - total value of leveraged resources for renewal twelve (12) month term
 - projected cost of each youth served for renewal twelve (12) month term.

2.2 Section 2 Executive Summary

Provide the following information relative to your agency or company.

A. Location of Company

Provide the address for the agency's/company's headquarters or name of the applicant's local office nearest to the City of Cincinnati, Ohio (if applicable). Include a contact name, address, and phone number.

B. Applicant'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.

C. 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.

D. Agency/Company History

Provide a brief history of applicant's organization. State briefly the programmatic and administrative experience qualifying the applicant to perform the proposed services. Include the applicant's mission statement, philosophy of service and any special qualifications.

E. Past Performance

Describe the successful execution of similar projects and how lessons learned from past projects will benefit the proposed project. In addition, the proposal must identify any adverse audit findings or corrective action plan taken by

HCJFS against the applicant during the past five (5) years. If the applicant does not have past performance history, the applicant will receive a neutral score, as determined by the evaluation team.

F. Attachments - Include the following:

1. Table of Organization that clearly distinguishes programs, channels of communication and the relationship of the proposed purchase of service to the total company. Attach to the original proposal and all copies.
2. Article of Incorporation. Copy needed for original proposal only.
3. A current certificate of insurance. If selected for a contract, the following insurance coverage is required in the sample contract boiler plate **(Attachment G – page 14 Section 38 Insurance)**. Attach to the original proposal and all copies.
4. A copy of the applicant's most recent annual report, the most recent independent annual audit report, a copy of all management letters related to the most recent independent annual audit report and the most recent 990. For a sole proprietor, include copies of the two (2) most recent year's federal income tax reports and the most recent year end balance sheet and income statement. If no audited statements are available, applicant must supply equivalent financial statements certified by applicant to fairly and accurately reflect the applicant's financial status. Copy needed for original proposal only.
5. Job descriptions for all positions in the project/program budget. Attach to the original proposal and all copies.
6. 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, and name of the instructor or social worker. Also include forms used to record participant progress. Attach to the original proposal and all copies.

7. Program quality documents: Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. Attach to the original proposal and all copies.
8. A copy of the agency's/firm's brochures which describe the service being purchased. Attach to the original proposal and all copies.

G. Subcontracts

Describe what subcontracts, if any, are planned and what the subcontractor's expertise is regarding the service. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the selected applicant. Subcontractors may be subject to competitive bid requirements. Applicants should specify how federal procurement standards will be ensured for subcontract relationship.

2.3 Section 3 Scope of Service Questions

Provide a detailed description of the Scope of Services to be provided. Include a statement describing how the applicant's resources and experiences will support this project/program. The applicant should also clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP. Refer to **Attachment H** for the specific scope of service questions to be answered.

2.4 Section 4 Customer References

The applicant must list at least three (3) references for each project cited of products/services that were sold/provided similar in nature and functionality to those requested by Southwest Ohio Regional WIB and Youth Council. Each reference must be accompanied by:

- * Reference Company name
- * Address
- * Phone number & fax number
- * Contact person
- * Nature of relationship and service performed
- * Time period of contract

There must be references attached to each proposal submitted. If references cannot be provided, explain why.

2.5 Section 5 Partnerships.

If partnerships are planned, address the following:

- (1) Who are your partners and what is their proposed contribution, in terms of functions and services, to the goals of this project. Include any in-kind and financial resources that each partner will contribute.

Partner	Functions and services to be provided	Resource contributions

- (2) What processes and procedures will be used to assure that collaboration is effective at both the direct service and the management levels? Indicate how you will integrate services, locations, and management to streamline service access, offer complementary expertise, and remain cost-effective.

- (3) Attach a letter of intent from each partner organization, indicating the commitment, the services and resources to be provided and three references.

- A. What other efforts, if any, do you plan to leverage resources? Include resources available from other youth serving organizations, plans to write proposals for government, business, and foundations funds, etc.

- B. Total quality assurance: What quality control and continuing improvement procedures do you have in place and how you would apply these to WIA youth services? Provide examples of data collection, performance measurement, approaches to measuring customer satisfaction.

2.6 Section 6 Personnel Qualifications

For key personnel who will be working on the project/program, please submit resumes with the following:

- * Proposed role
- * Industry certification(s)
- * Work history
- * Personal reference (company name, contact name and phone number, scope and duration of project/program). The applicant's local project/program manager must have a minimum of three (3) years experience as a project/program manager with a similar project/program.
- * Skills, experience, and background to be required for key unfilled positions

2.7 Section 7 Distinguishing Characteristics

Applicants are encouraged to identify their package or service's distinguishing characteristics. These characteristics may be beyond the scope of this project/program if the applicant deems they would provide value to the long term goals of HCJFS.

2.8 Section 8 Cost of Proposed Services

- A. Total cost of the project/program is a key factor in the evaluation of the proposals. Specify the cost for the various parts of the project/program. Cost must be broken down by type of work as well as classifications of staff, i.e., senior project/program manager vs. lower level position. Total project/program cost must be listed on the Bid Cover Sheet, **Attachment F**.
- B. What is your plan for integrating WIA funds with other funding streams and/or organization in fulfillment of the scope of services? Indicate expected timing and levels of support from other sources. Indicate how you will maximize the amount of contract funds that are allocated for direct services to youth.
- C. Applicant must submit a detailed narrative which demonstrates how costs are related to the service presented in the proposal.
- D. For the purposes of this RFP, “**unallowable**” project/program costs include:
 - 1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 - 2. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 3. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - 4. entertainment costs for amusements, social activities and related costs for staff only.
 - 5. costs of alcoholic beverages;
 - 6. goods or services for personal use;
 - 7. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;

8. gains and losses on disposition or impairment of depreciable or capital assets;
9. cost of depreciation on idle facilities, except when necessary to meet contract demands;
10. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Administrative Code;
11. losses on other contracts;
12. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
13. costs related to legal and other proceedings;
14. goodwill;
15. asset valuations resulting from business combinations;
16. legislative lobbying costs;
17. cost of organized fund raising;
18. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
19. 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;
20. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
21. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
22. major losses incurred through the lack of available insurance coverage;

23. cost of prohibited activities from section 501 (c)(3) of the Internal Revenue Code.

If an applicant believes that some of the unallowable costs listed above would be an appropriate expense for this project/program, applicant must explain the reasoning in detail and submit the justification in accordance with **Section 3.3 Bidders' Conference**. HCJFS reserves the right to determine if the cost(s) will be allowable or unallowable for this project/program.

2.9 Section 9 Budget & Budget Narrative

A budget and budget narrative must be provided for each service a proposal is submitted. Provide a budget and budget narrative for the total cost for the initial two (2) year term of twenty-four (24) months. Also, provide estimated budget and budget narrative for one additional renewal year. **(See Budget Format-Attachment I)**

The budget narrative must explain the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget.

2.10 Section 10 Declaration of Property Tax Delinquency

As part of the submitted proposal, the applicant will include a **notarized Declaration of Property Tax Delinquency** form **(Attachment J)** which states the applicant was not charged with any delinquent personal property taxes on

the general tax list of personal property for Hamilton County , Ohio or that the applicant 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.

2.11 Section 11 Terrorist Declaration

As part of the submitted proposal, the applicant will include the completed Ohio Department of Public Safety form **(Attachment K)**. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with proposals.

3.0 BID GUIDELINES

3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
Bidders'Conference	February 22, 2007
Deadline for Receiving Final RFP Questions	February 27, 2007
Deadline for Issuing Final RFP Answers	March 2, 2007
Deadline for Proposals Received by HCJFS Contact Person	April 2, 2007
Oral Presentation (if needed)	April 9, 2007
Proposal Review Completed	April 13, 2007

Project start up will be July 1, 2007. All proposals passing all evaluation stages must have final approval by the Southwest Ohio Regional WIB and Youth Council prior to notification to applicant(s).

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 County procurement procedures.

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

*Stacey Owens-Smith, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202*

3.3 Bidders' Conference

A Bidders' Conference will take place at **Hamilton County Administration Building, Room 605 – 6th Floor, 138 East Court Street, Cincinnati, Ohio 45202** on **February 22, 2007 at 9:00 a.m. EST**. While attendance is not mandatory, it is highly recommended that each applicant have a representative attend the Bidders' Conference. The purpose of the Conference is to answer questions related to the RFP.

Registration:

All interested applicants must fax or e-mail prior to the Bidders' Conference to register, leaving their name, company name, fax number and phone number. The fax number is **(513) 946-2384**. The e-mail address is **Owenss@jfs.hamilton-co.org**. Applicants are encouraged to use the attached Registration Form (**Attachment L**). Registration may also occur at the Bidders' Conference. All answers issued in response to applicant's questions become part of the RFP and the RFP process.

A. Prior to the Bidders' Conference, questions may be faxed or e-mailed regarding the RFP or bid process to **Owenss@jfs.hamilton-co.org**. The questions and

answers will be distributed at the Bidders' Conference.

- B. After the Bidders' Conference, questions may be faxed or e-mailed regarding the RFP or bid process to **Owenss@jfs.hamilton-co.org**. No questions will be accepted after **February 27, 2007**. The final responses will be faxed or e-mailed on **March 2, 2007** at the close of business (4:00 p.m.). Only applicants who registered for the RFP prior to or during the Bidder's Conference will automatically receive, via fax or e-mail, the Bidder's Conference questions and answers, and any questions and answers issued in accordance with the timeline in **Section 3.1 Project Schedule**.

3.4 Prohibited Contacts

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

The definition of individuals associated with this project is further defined as:

- A. Public officials;
- B. HCJFS project manager and his/her staff assigned to the project;
- C. **HCJFS Contact Person** as listed in **Section 3.2**;
- D. HCJFS staff involved with the RFP development, management and evaluation process; and
- E. Southwest Ohio Regional Workforce Investment Board member and Youth Council.

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to

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

Examples of unauthorized communications are:

- A. Telephone calls regarding the RFP;
- B. Prior to the award being made, letters and faxes regarding the project 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 regarding the RFP except to the **HCJFS Contact Person** as listed in **Section 3.2.**

3.5 Mandatory Contract Performance Disclosures

Each proposal must disclose in writing as an attachment whether the applicant's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those described in this RFP, has resulted in any "formal claims", pending or threatened court actions and/or claims against the applicant, parent company or subsidiaries for breach of those contracts. For purposes of this disclosure, a "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If such claims are disclosed, applicant shall fully explain in writing and attach to this RFP the details of

those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. Applicant must also disclose any and all judgments that relate to this service or a similar service offered or supplied by the applicant. While disclosure of any formal claims in response to this section will not automatically disqualify an applicant from consideration, at the sole discretion of the WIB, Youth Council and HCJFS, such claims and a review of the background details may result in a rejection of the applicant's proposal.

3.6 Applicant Examination of the RFP

Applicants 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.

The RFP can be viewed on-line at the HCJFS web site: www.hcjfs.hamilton-co.org under the "Community Providers" tab.

The RFP can also be viewed on-line at www.demandstar.com and follow directions for accessing the RFP by document number.

If an applicant discovers 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 an applicant fails to notify HCJFS prior to February 27, 2007 of an error in the RFP known to the applicant, or of an error that reasonably should have been known to the applicant, the applicant shall submit its proposal at the applicant's own risk. If awarded the contract, the applicant 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 March 2, 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 applicants 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 applicants who registered for the RFP as described in **Section 3.3 Bidders' Conference**.

3.8 Availability Of Funds

This RFP 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 the applicants at the earliest possible time if this occurs. The WIB/YC is under no obligation to compensate any applicant for any expenses incurred as a result of the RFP process. If additional funding becomes available during the term of the contract, and at the WIB/YC discretion, the WIB/YC reserves the right to amend applicant's contract to increase the contract value.

The federal Workforce Investment Act has not been reauthorized and is currently in an annual allocation renewal. Therefore the WIB and Hamilton County Job and Family Services, acting as the Administrative Entity for Area 13 may increase or decrease utilization of services or alter the scope of work or require additional technical capacity issues to comply with new laws or regulations pertaining to the Workforce Investment Act as it applies to youth services. The WIB and county reserves the right to amend the scope of work or require additional technical capacity to serve newly identified populations or modify service approaches to comply with new federal and/or state allocations or program changes.

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 or desired. 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.

All proposals submitted shall become the property of HCJFS to use or, at its option, return. All proposed and associated documents will be considered to be public information and will be open for inspection to interested parties unless identified as proprietary. Trade secrets of proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal. Each page containing such material must specify “**PROPRIETARY**” in the upper right corner. HCJFS will make the determination as to whether the applicant has adequately demonstrated the information is proprietary.

4.2 Proposal Cost

The cost of developing proposals is entirely the responsibility of the applicant and shall not be chargeable to the WIB under any circumstances. The applicant must certify that the proposal and pricing will remain in effect for a minimum of 120 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 the applicant's expense.

4.3 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition contended by the applicant, may be rejected. If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal and the attribute, condition, or capability is a requirement of the RFP, the proposal will be rejected.

4.4 Applicant Representative's Signature

The proposal shall be signed by an individual who is authorized to contractually bind the applicant. The signature must indicate the title or position the individual 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. Any and all unsigned proposals will be rejected.

In submitting a proposal, the applicant 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 April 2, 2007**. Proposals received after this date and time will not be considered. A receipt will be issued for all proposals received. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the applicant should use certified or registered mail, UPS, or Federal Express with return receipt requested.

It is absolutely essential that applicants carefully review all elements in their final proposals. Once the deadline has passed, proposals cannot be altered; however HCJFS reserves the right to request information or respond to inquiries for clarification purposes only.

4.6 Acceptance and Rejection of Proposals

The WIB reserves the right to:

- * award a proposal received on the basis of individual items, or on the entire list of items
- * reject any or all proposal, or any part thereof
- * waive any informality in the proposals

The recommendation of the Proposal Review Panel shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the applicant from full compliance with its specifications if the applicant is awarded the contract.

4.7 Evaluation and Award of Contract

Preliminary Proposal Review

The review process will be conducted in two (2) stages with an optional third stage. Stage 1 will consist of a preliminary review to ensure that the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". "Non-Qualified" proposals will be placed in the inactive file. Partial submissions or proposals submitted after the

designated deadline will be determined to be non-responsive and will be "Non-Qualified".

"Qualified" proposals will be reviewed in Stage 2, in accordance with the review process.

If HCJFS deems Stage 3 to be needed, Stage 3 will consist of oral presentations by the top ranked applicants.

Though it is hoped and expected that the eventual applicant selection for the contract will be selected from this Stage 3 group of applicants, HCJFS reserves the right to discontinue the selection process at any time and begin the entire RFP process anew.

A. Stage 1 Review

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

1. Timely Submission - The proposal is received at the address designated in the RFP no later than **April 2, 2007 at 11:00 a.m. EST** and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.
2. Signed **Bid Cover Sheet - (Attachment F)** Any proposals received without all elements on the cover sheet not completed and signed by the authorized agency representative will be deemed "Non-Qualified".
3. ORC Section 9.24 prohibits HCJFS from awarding a contract with

any entity against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, the applicant warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under ORC 9.24 prior to the award of any contract arising out of this RFP, without notifying HCJFS of such finding. HCJFS will review the Auditor of State’s website in Stage One of this RFP evaluation process. HCJFS will reject proposal from any applicant whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State as having an “unresolved” finding for recovery;

Proposals must meet the first stage review submission requirements to be deemed "Qualified" for stage 2 review.

B. Stage 2 Review

All qualified proposals will be reviewed; evaluated, and rated by the Review Committee the Review Committee will be composed of HCJFS staff and/or others at the discretion of HCJFS.

The Review Committee will be instructed to evaluate each proposal against the criteria on the ranking sheet. At any time during the review, and at any level of the review, the Review Committee may request additional information from the applicant. Such information requests and applicant's responses must always be in writing.

All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically

for this RFP. The evaluation tool for stage 2 is divided into three (3) components – Administration, Scope of Service Questions and Overall Budget. For this RFP, the evaluation percentages assigned to the component are:

I. Administration: 40%

- A. Executive Summary - **8 points**
- B. Customer References - **3 points**
- C. Partnerships - **3 points**
- D. Personnel Qualifications - **3 points**
- E. Distinguishing Characteristics – **3 points**
- F. Quality of past service delivery with this or similar work – **20 points**

II. Scope of Service Questions: 30%

- A. Quality of answers provided to all Scope of Service Questions – **30 points**

III. Budget: 30%

- A. Cost of Proposed Services - **15 points**
- B. Cost efficiency per anticipated WIA enrollee – **5 points**
- C. Leveraged Funds – **4 points**
- D. Correct Budget submitted for proposed service – **2 points**
- E. Correct Budget Narrative Submitted for proposed service – **2 points**
- F. No math errors on budget - **2 points**

The number of evaluation points for the sections within the three (3) components varies according to the value assigned for that particular aspect of the proposal.

0% Ranking U = Unresponsive

The applicant did not respond to the questions or the response reflects no understanding of the requirements.

25% Ranking PR = Poor Response

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

50% Ranking P = Partially Responsive

The applicant demonstrates a minimal understanding of the requirements and provides minimal details.

75% Ranking M – Meets Minimal Requirements

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

100% Ranking E = Exceeds Requirements.

Applicant's response is complete and exceeds all requirements.

The Review Committee members may request information from sources other than the written proposal to evaluate applicant's programs. Other sources of

information may include oral presentations by applicants, written responses to clarifying questions posed by the Review Committee, and applicant's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. All rating sheets compiled by the Review Committee will be given to the HCJFS Contract Manager who will sum total all the sheets arriving at a final rating score. The Review Committee will develop a final evaluation sheet for each proposal which summarizes all the sub-scores obtained by the Review Committees and summed by the HCJFS Contract Manager. The final composite Evaluation Rating Sheet which includes the prioritized applicant's rankings will be maintained on file by HCJFS. The end result of the review process is a prioritized list from best to least.

C. Stage 3 Review

At the beginning of Stage 3, the top ranked applicants will be analyzed. This ranking will be based solely on the summation of the Proposal Evaluation Rating Sheets from Stage 2.

During Stage 3, several applicants may be selected as finalists and may be invited to give oral presentations if HCJFS determines oral presentations to be necessary. The presentations will be focused to ensure all WIB's interests or concerns are adequately addressed. HCJFS reserves the right to video tape the presentations. Applicant representatives must include the local project/program manager and the local project/program manager will make the primary presentation. The WIB reserves the right to approve or disapprove of applicant

staff assigned to the project/program.

All information obtained during Stage 3 will be used in conjunction with the data from Stages 1 and 2 to recommend a final selection. This recommendation will come from the Review Committee.

D. Written notification will be made to all applicants who submitted a proposal. In awarding the contract, HCJFS' evaluation will include, but will not be limited, to:

- * the criteria for the Stage 1 review;
- * strength and stability of the applicant to provide the requested services;
- * ability to meet the project/program time lines;
- * overall responsiveness, viability and completeness of the bid proposal as well as the likelihood that, in WIB's opinion and at the WIB's discretion, the bid proposal best meets or exceeds the WIB specifications;
- * Applicant integrity;
- * Applicant compliance with public policy;
- * scope of service being proposed;
- * completeness of Cover Sheet (Attachment A);
- * information in the Executive Summary;
- * Scope of Service questions;

- * customer references;
- * personnel qualifications;
- * distinguishing characteristics;
- * cost of proposed service;
- * the oral presentation;
- * quality and number of subcontractors;
- * subcontractor references;
- * any other factors considered relevant by the WIB and demonstrated by the bid proposal or investigation by the WIB;
- * previous service with Hamilton County;
- * experience with a similar project/program of comparable size and scope.

E. Applicant finalists will be notified of their non-selection immediately after the preferred Applicant is notified.

F. If the successful Applicant refuses or fails to execute the contract, the WIB may award the contract to another applicant whose proposal complies with all the requirements of the RFP and any addenda thereto. The period of time within which such an award of the contract may be made shall be subject to written agreement between the WIB, the applicant concerned, and the applicant's surety, if any.

4.8 Post-Bid Meeting

The post-bid meeting process may be utilized only by “Qualified” applicants passing the Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If an applicant 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 the applicant and 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 the applicant should obtain a delivery receipt.

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

4.9 Proposal Selection

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

- A. All proposals will be evaluated in accordance with **Section 4.7 Evaluation & Award of Contract**. The proposal is rated based on the criteria in the RFP.
- B. Based upon the results of the evaluation, the WIB will select applicant(s) for the service(s) who are determined to be the lowest and best bidder(s).
- C. The WIB works with the applicant(s) selected as lowest and best to negotiate the details of the contract.
- D. If the WIB and the applicant(s) are able to successfully finalize the contract document details, the WIB will recommend bidder(s) for a contract award.
- E. If the WIB determines that the WIB and applicant are unable to successfully come to terms regarding the contract, the WIB reserves the right to terminate contract discussions with the bidder. In this event, the WIB reserves the right to select another applicant from the bid process, cancel the RFP or reissue the RFP if this is deemed necessary.

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.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the applicant's proposal, and all other agreements that may be reached.

The desired contract structure is one under which the applicant is solely responsible for the execution of the project/program and contract requirements.

If an applicant proposes a different type of contract, the proposal must describe the contractual protection offered to ensure successful implementation of the project. If an applicant proposes a multi-provider or sub-contract approach, the proposal must clearly describe the rights and responsibilities of each party and the assurances of the performance being offered.

5.2 Order of Precedence

The successful applicant's proposal, this RFP, and other applicable addenda will become part of the final contract. In the event of conflict, the following order of precedence will be followed: the final contract and attachments, the RFP, the proposal.

5.3 Contract Period, Funding & Invoicing

A contract will be written for a period of two (2) years with the option to renew for another one (1) year period, contingent on performance and funding availability.

Contracted services, all of which require a twelve (12) month post exit follow-up, are to be initiated on or about July 1, 2007 and run through June 30, 2009.

1. Contract Payment Structure for In-School and Out-of-School Youth Services

- Proposals for In-School and Out-of-School Contract value shall not exceed budgeted costs with (ten) 10% of these cost at risk, paid only after the applicant has documented fulfillment of minimum performance mandates (see Attachment O Payment Performance Standards). There are no dollars to be paid for profit.

No compensation will be paid over and above budgeted costs.

2. Contract Payment Structure for Youth Zone Services

- Proposal for the Youth Zone Services will be a unit rate based on number of WIA youth adequately served and with approved documentation. Each applicant must also develop a cost allocation plan for their Youth Zone budget to allow for payment of a maximum of 70% WIA in school funds and minimum of thirty (30) % out of school funds.

Applicant can claim payment only for services already provided, in amount determined by the negotiated rate. Reimbursement by HCJFS is made within 30 days of receipt of invoices and any required documentation.

No billings will be paid more than ninety (90) days after the end of the service month. Monthly billings for in-school and out-of-school youth services will be paid only when accompanied by a monthly report reflecting “proof of performance” (**see Attachment P Proof of Performance**). Invoices submitted to bill for service prior to those services

being entered and updated in SCOTI will not be processed for payment.

See Attachment G for a sample Contract for minimum contractual requirements for HCJFS' contracts. The WIB reserves the right to add or delete contract language to meet the project/program needs. The cost to the Southwest Ohio Workforce Investment Board will be reduced if HCJFS (Administrative Entity) will be required to train the selected applicant(s).

5.4 Certification Process

For the selected applicant(s), the Certification process will be completed prior to contract signing (**Attachment N**). The purpose of the process is to provide some assurance to HCJFS that the applicant 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 applicants already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

5.5 Confidentiality and Security

Any applicant or contractor engaging in any service for HCJFS requiring them to come into contact with confidential HCJFS information will be required to hold confidential such data made available to them.

5.6 HCJFS Employees

Selected applicant warrants that for one (1) calendar year from the beginning date of the contract with HCJFS, applicant will not solicit HCJFS employees to work for Applicant. The term “applicant” includes all staff.

5.7 Encryption of Confidential Information

HCJFS is required to maintain the confidentiality of client information. The sharing of client 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.

As a means of ensuring the confidentiality of client 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 client 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 applicant(s). Non-encrypted information must be sent to HCJFS via fax, regular mail or on a disk.

5101:9-30-03

**2006 POVERTY INCOME GUIDELINES FOR ALL STATES
(EXCEPT ALASKA AND HAWAII) AND
THE DISTRICT OF COLUMBIA**

SIZE OF FAMILY UNIT	POVERTY GUIDELINE
1	\$9,800
2	\$13,200
3	\$16,600
4	\$20,000
5	\$23,400
6	\$26,800
7	\$30,200
8	\$33,600

For family units with more than eight members, add \$3,400 for each additional member.

5101:9-30-03

2006
STATE OF OHIO
LOWER LIVING STANDARD INCOME LEVELS
BY FAMILY SIZE (ANNUAL)

The Lower Living Standard Income Level (LLSIL), revised by the Department of Labor and effective July 1, 2006, is used to determine the income level for WIA eligibility.

The LLSIL is broken down nationally by geographic regions. Ohio is in the Midwest Region and is separated into metropolitan and non-metropolitan areas. The Cleveland-Akron-Lorain and Cincinnati-Hamilton Metropolitan Statistical Areas (MSAs) are specifically identified with their own LLSIL figures to use during eligibility determination

METRO AREAS (by County)

Allen	Delaware		Licking	Miami	Stark
Auglaize	Fairfield	Greene	Lucas	Montgomery	Trumbull
Belmont	Franklin	Jefferson	Madison	Pickaway	Union
Carroll	Fulton	Lawrence	Mahoning	Richland	Washington
Clark					Wood

NON-METRO AREAS (by County)

Adams	Crawford	Harrison	Marion	Paulding	Seneca
Ashland	Darke	Henry	Meigs	Perry	Shelby
	Defiance	Highland	Mercer	Pike	Tuscarawas
Athens	Erie	Hocking	Monroe	Preble	Van Vert
Brown	Fayette	Holmes	Morgan	Putnam	Vinton
Champaign	Gallia	Huron	Morrow	Ross	Wayne
Clinton	Guernsey	Jackson	Muskingum	Sandusky	Williams
Columbiana	Hancock	Knox	Noble	Scioto	Wyandot
Coshocton	Hardin	Logan	Ottawa		

COUNTIES IN CINCINNATI MSA

Butler
Clermont
Hamilton
Warren

COUNTIES IN CLEVELAND MSA

Ashtabula	Lorain
Cuyahoga	Medina
Geauga	Portage
Lake	Summit

5101:9-30-03

Region	Revised 2006 LLSIL	Family of Four 70% of LLSIL
Midwest: Metropolitan	\$31,570	\$22,100
Non-Metropolitan	\$30,000	\$21,000
Cleveland-Akron-Lorain OH MSAs	\$32,790	\$22,950
Cincinnati-Hamilton Ohio MSAs	\$31,490	\$22,040

The following table reflects 70% of the updated 2006 LLSIL for family sizes of one to six persons. For families larger than six persons, an amount equal to the difference between the five and the six person family income levels is added to the six-person family income level for each additional person in the family. The increase column indicates the amount to add.

FAMILY SIZE							
	1	2	3	4	5	6	*INC
Midwest Metro	(\$7,960)	(\$13,040)	\$17,910	\$22,100	\$26,080	\$30,500	\$4,420
Midwest Non-Metro	(\$7,560)	(\$12,390)	\$17,010	\$21,000	\$24,780	\$28,980	\$4,200
Cleveland MSA	(\$8,270)	\$13,550	\$18,590	\$22,950	\$27,090	\$31,680	\$4,590
Cincinnati MSA	(\$7,940)	(\$13,010)	\$17,860	\$22,040	\$26,010	\$30,420	\$4,410

* Figure to be used when determining 70% LLSIL for families of 7 or more.

On the above LLSIL table, if the amount is in parentheses, then the poverty income guideline is the higher amount, and the amount for that family size on the poverty income guideline should be used.

Attachment B

DEFINITIONS OF WIA & WORKFORCE DEVELOPMENT TERMS

10 Required WIA Program Elements

Adult mentoring - Services that require mature and responsible adults to engage youth in a variety of activities contributing to their physical, mental, and social well-being for a duration of at least 12 months during and after program participation. These may be employment, career and situation mentors selected to fit the needs of the particular youth. For youth that participate in a work component, mentors may counsel on managing time and stress, balancing work and school and/or home commitments, accepting new responsibilities, and dealing with work relationship and etiquette. Mentors can also help youth address work problems that might otherwise lead to their quitting or being fired. The provider must conduct a background check on all mentors prior to placing them with a youth.

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

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

Follow-up services -- Youth must receive follow-up for a minimum of 12 months after exiting from WIA Services. While the frequency of follow up contacts are determined by the needs of individual youth, provider must successfully contact each youth a minimum of once a quarter, offer services and document the youth's status, particularly as it relates to post exit state standards, on the established form. The services will include any services needed to keep a youth engaged in school, training, or work. Follow-up may include leadership development and supportive service activities; linkage to the One Stop Center, regular contact with a youth's employer, including assistance in addressing work-related problems that arise, assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring, and tracking progress of youth in employment after training.

Leadership development -- Opportunities that encourage responsibility, employability, and other positive social behaviors such as: community and service learning projects, peer centered activities, including peer mentoring and tutoring, team work and team leadership training, training in decision making including determining priorities,

citizenship training including life skills training such as parenting, work behavior training, and budgeting of resources. All youth should have the opportunity to participate in leadership activities.

Occupational skill training– Individual training in occupational areas for which there is high demand within the regional labor market, with an emphasis on high skilled and higher wage jobs. Such training may include on-the-job training, rehabilitation programs, apprenticeships, and vocational training. Training should lead to a certificate. Youth involved in training should have an occupational skills goal set.

For youth 18 years and older, opportunities are available through the One-Stop's Individual Training Program and referrals can be made to the Eligible Training Provider list.

Paid and unpaid work experience – Work experiences are planned, structured learning experiences that take place in a workplace or a work-like setting for a limited period of time. Work experience may take place in the private, for profit sector, the non-profit sector or the public sector. Work experience may include but is not limited to such activities as work adjustment, occupational work experience, instruction in SCANS skills, entrepreneurship, job shadowing, internships, job placement, apprenticeships, work-based learning experiences, and paid community service. It may also include other “work readiness” programming focusing on employability skills, skills for living independently, and getting and keeping a job.

Work experience exposes youth to the working world and its requirements, and helps youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment.

Provider will provide youth with activities to gain knowledge of services offered at the One Stop.

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

Summer employment-- These activities, an important part of the year round program, link academic and occupational learning and may include such activities as work experience in the public and private sectors and placement in private sector employment connected to career interests and training needs. Summer employment may be subsidized or unsubsidized and can include employment, internships, work-based learning, and enrichment programs. Active youth must be given the opportunity to participate in summer employment activities if they and their families wish.

Employment should provide supportive supervision and reinforce work readiness skills like attendance, punctuality, responsibility, completing tasks and recognizing quality performance.

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

Supportive services – Services or items that are necessary for a youth to overcome impediments to participating in WIA services and getting or keeping a job. Service 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. Youth should be assessed initially and on an ongoing basis for their need for supportive services.

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

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

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

Other WIA Definitions

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

Basic Skills - Those academic skills that include reading, writing and speaking

English, and the skills involved in math applications, computing and solving problems.

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

Basic Skills Goal-- Required of younger youth if basic skills deficient. It should represent a measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem-solving, reasoning, and the capacity to use these skills.

Career Exploration, Planning and Counseling (Youth) -- An orientation to skills and knowledge specific to career paths and/or industry, based on the Secretary's Commission of Achieving Necessary Skills (SCANS), career related learning standards, and industry-specific skills, if relevant. Activities include:

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

Credential – A certificate that will validate the achievement of educational or occupational skills. Achievement of credentials is a state performance standard for older youth.

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

Homeless/Runaway (youth) A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, or a

public or private place not designated or ordinarily used as a regular sleeping accommodation. A runaway is defined as a person under 18 years of age that absents him or herself from home or place of residence without permission from a parent or legal guardian.

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

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

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

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

Low Income Individual -- An individual who:

- (A) Receives, or is a member of a family which receives, cash payments under a Federal, State, or income-based public assistance program; or
- (B) received an income, or is a member of a family that received a total family income, for the six-month period prior to registration for the program involved (exclusive of unemployment compensation, child support payments, public assistance cash payments, and old-age and survivors insurance benefits that in relation to family size, does not exceed the higher of:
 - (i) the poverty guideline; or
 - (ii) 70% of the lower living standard income level;
- (C) a member of a household that receives (or has been determined within the 6-month period prior to registration for the program involved to be eligible to receive) food stamps; or
- (D) qualifies as a homeless individual; or
- (E) is a foster child on behalf of whom State or local government payments are made; or
- (F) an individual with a disability, but who is a member of a family which does not meet such requirements.

Occupational Skills - Skills necessary to perform actual tasks and technical functions required by certain industries, such as set-up procedures, safety

measures, terminology, record keeping, equipment usage, etc. Occupational skills can be attained through activities such as: (A) entry into an apprenticeship or internship program; (B) completion of a career-specific, professional, technical or advanced job skill training program; or (C) completion of a college degree

During follow up, case managers should be in contact with the youth once a month but provide different intensities of services depending on youth needs.

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

Older Youth – A person who is 19 to 21 years old. Those in this age group may be enrolled in WIA as an older youth and or an adult depending on circumstances.

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

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

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

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

- ♦ **Workplace Competencies:** Effective workers can productively use:
 1. Resources – They know how to allocate time, money, materials, space and staff.
 2. Information – They can acquire and evaluate data, organize and maintain files, interpret and communicate and use computers to process information.

3. Interpersonal skills – They can work on teams, teach others, serve customers, lead, negotiate and work well with people from culturally diverse backgrounds.
4. Systems – They understand social, organizational and technological systems; they can monitor and correct performance; and they can design or improve systems.
5. Technology – They can select equipment and tools, apply technology to specific tasks and maintain and troubleshoot equipment.

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

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.

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

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

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

Work Readiness Skills- Work readiness skills include world of work awareness, job search techniques (applications, resumes, interviews and follow-up letters), occupational information, labor market knowledge and career planning. They also include positive work habits, attitudes and behaviors such as punctuality,

reliability, regular attendance, presenting a neat appearance, getting along and working well with others, following instructions and completing tasks.

Younger Youth – A person who is 14 to 18 years old. Those who are 18 can be enrolled into WIA either as adults and/or younger youth depending on circumstances.

Youth Benchmarking Toolkit – A locally developed manual containing instructions and tools for developing the Individual Service Strategy (ISS) that summarizes results of the initial and objective assessment, establishing goals and service plans, and reports on youth's progress, setting basic skills, work readiness, and occupational skills goals and documenting their achievement.

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Attachment C

SUMMARY OF RESPONSIBILITIES FOR AREA 13 WIA YOUTH SERVICES

Responsibility	One Stop Youth Services staff	In-School Youth Service Providers	Out-of-school Youth Service Providers	Administrative Entity (HCJFS)
Outreach and recruitment	Yes – Outreach only (Will contact all WIA youth to offer Leadership Development Services.)	Yes	Yes	No
Conduct Orientation for WIA Youth services in general	Yes	No	No	No
Eligibility determination	No	Yes	Yes	No
Initial assessment	No	Yes	Yes	No
Coordination with the One Stop re: resource use	Yes	No	No	No
Coordination with One Stop re: employers	Yes	No	No	No
Objective assessment	No	Yes:	Yes	No
Completion of the ISS	No	Yes	Yes	No
Case management	No	Yes	Yes	No
Provide and arrange the WIA 10 elements	No	Yes	Yes	No
Customer follow-up	No	Yes	Yes	No
Management of partnerships	Yes	Yes	Yes	No
Quality assurance/continuous improvement	Yes (Must have procedures in place and implemented, including customer satisfaction tools.)	Yes (Must have procedures in place and implemented, including customer satisfaction tools.)	Yes (Must have procedures in place and implemented, including customer satisfaction tools.)	Yes (Will monitor providers and present technical assistance to the providers.)
MIS and reporting	Yes	Yes	Yes	Yes (Will provide reports from and based from state workforce database, a.k.a. the SCOTI system.)

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ATTACHMENT D

Individual Service Strategy (ISS)

<input type="checkbox"/> Initial Date:	_____	Staff:	_____
<input type="checkbox"/> Review Date:	_____	Staff:	_____
<input type="checkbox"/> Review Date:	_____	Staff:	_____
<input type="checkbox"/> Review Date:	_____	Staff:	_____

Identification Section

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

My Personal Goals Section

A. Career Goal/Pathway(s):

B. Educational Goal(s):

C. Other Goal(s):

Interests and Activities

I am good at:

I enjoy doing:

My strengths are:



Educational Assessment:

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

I am currently attending school at: _____

I am currently in grade: _____

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

Extracurricular activities: _____

Favorite Classes (Why?):

Least Favorite Classes (Why?):

I plan on going to college/training ☐ Yes ☐ No

Have you enrolled? ☐ Yes ☐ No

Name of institution: _____

If yes, I want to study: _____

If yes, start date: _____

(Note: If attending complete Occupational Skills Assessment)

Fundamental Skills

Basic Skills: Reads, writes, performs arithmetic and mathematical operations, listens and speaks

Reading--locates, understands, and interprets written information in prose and in documents such as manuals, graphs, and schedules

Writing--communicates thoughts, ideas, information, and messages in writing; and creates documents such as letters, directions, manuals, reports, graphs, and flow charts

Arithmetic/Mathematics--performs basic computations and approaches practical problems by choosing appropriately from a variety of mathematical techniques

Listening--receives, attends to, interprets, and responds to verbal messages and other cues

Speaking--organizes ideas and communicates orally

Thinking Skills: Thinks creatively, makes decisions, solves problems, visualizes, knows how to learn, and reasons

Creative Thinking--generates new ideas

Decision Making--specifies goals and constraints, generates alternatives, considers risks, and evaluates and chooses best alternative

Problem Solving--recognizes problems and devises and implements plan of action

Seeing Things in the Mind's Eye--organizes, and processes symbols, pictures, graphs, objects, and other information

Knowing How to Learn--uses efficient learning techniques to acquire and apply new knowledge and skills

Reasoning--discovers a rule or principle underlying the relationship between two or more objects and applies it when solving a problem

Personal Qualities: Displays responsibility, self-esteem, sociability, self-management, and integrity and honesty

Responsibility--exerts a high level of effort and perseveres towards goal attainment

Self-Esteem--believes in own self-worth and maintains a positive view of self

Sociability--demonstrates understanding, friendliness, adaptability, and empathy

Self-Management--assesses self accurately, sets personal goals, monitors progress, and exhibits self-control

Integrity/Honesty--chooses ethical courses of action

WORK COMPETENCIES

Resources: Identifies, organizes, plans, and allocates resources

Time--Selects goal-relevant activities, ranks them, allocates time, and prepares and follows schedules

Money--Uses or prepares budgets, makes forecasts, keeps records, and makes adjustments to meet objectives

Material and Facilities--Acquires, stores, allocates, and uses materials or space efficiently

Human Resources--Assesses skills and distributes work accordingly, evaluates performance and provides feedback

Interpersonal: Works with others

Participates as Member of a Team--contributes to group effort

Teaches Others New Skills

Serves Clients/Customers--works to satisfy customers' expectations

Exercises Leadership--communicates ideas to justify position, persuades and convinces others, responsibly challenges existing procedures and policies

Negotiates--works toward agreements involving exchange of resources, resolves divergent interests

Works with Diversity--works well with men and women from diverse backgrounds

Information: Acquires and uses information

Acquires and Evaluates Information

Organizes and Maintains Information

Interprets and Communicates Information

Uses Computers to Process Information

Systems: Understands complex inter-relationships

Understands Systems--knows how social, organizational, and technological systems work and operates effectively with them

Monitors and Corrects Performance--distinguishes trends, predicts impacts on systems operations, diagnoses deviations in systems' performance and corrects malfunctions

Improves or Designs Systems--suggests modifications to existing systems and develops new or alternative systems to improve performance

Technology: Works with a variety of technologies

Selects Technology--chooses procedures, tools or equipment including computers and related technologies

Applies Technology to Task--Understands overall intent and proper procedures for setup and operation of equipment

Maintains and Troubleshoots Equipment--Prevents, identifies, or solves problems with equipment, including computers and other technologies



Plan Development:

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

☐ Attained Date: _____ ☐ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
---------------	-----------------------	------------------------------	---------------------------

1) _____

2) _____

3) _____

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

☐ Attained Date: _____ ☐ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
---------------	-----------------------	------------------------------	---------------------------

1) _____

2) _____

3) _____

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

☐ Attained Date: _____ ☐ Not Attained Date: _____

Action Steps:	Person Responsible	Projected Completion Date	Actual Completion Date
---------------	-----------------------	------------------------------	---------------------------

1) _____

2) _____

3) _____

Service Elements:

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

Contacts:

Name	Relationship/Affiliation	Telephone Number

Other Comments: _____

Statement of Agreement

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

Youth Signature: _____ **Date:** _____

Navigator Signature: _____ **Date:** _____

ATTACHMENT E

WIA PERFORMANCE MEASURES

Section 136 of the Workforce Investment Act specifies core indicators of performance for workforce investment activities in youth programs. Seven core measures apply to the youth programs, and two measures of customer satisfaction apply across these three funding streams. The State performance percentages and outcomes for youth for Program Year 2004 are listed below. Performance Measures and definitions from the U.S. Department of Labor's Employment and Training Administration's Training and Employment Guidance Letter No. 17-05 are below.

Younger Youth Ages 14-18:

1. Skill attainment-80% of all enrolled youth in each program needing basic skills, work readiness, or occupational skills must achieve their individual goals within twelve (12) months of the date the youth entered the program or before the youth leaves the program, whichever is earlier.
2. Diploma or equivalent attainment- 64% of all enrolled youth in each program, who enter the program without a diploma, or General Education Diploma (GED) must achieve it by the time they leave the program. Younger youth that leave the program and are still in secondary school are excluded from this measure.
3. Retention- 53% of all enrolled youth in each program must be participating in one of the following activities 12 months after exit:
 - Post secondary education
 - Advanced training
 - Employment
 - Military service
 - Qualified apprenticeships

Younger youth that leave the program and are still in secondary school are excluded from this measure.

Older Youth Ages 19-21:

1. Entered employment- 65% of all youth enrolled in the program and not employed at program registration (and not involved in an education or training program) must enter employment by the end of the first quarter after program exit.
2. Employment retention- 80% of all youth enrolled who become employed (and are not involved in post-secondary or advance training in the first quarter after exit) must still be employed by twelve months after program exit.
3. Earnings Change Comparison: An earnings comparison will be conducted in the second and third quarter before the registration of the youth and will be compared to the earnings for the youth in the six-month period in the second and third quarter after exit. During this six-month comparison after exit, youth must show an earnings gain of at least \$3,600

-
4. Credential Rate- 48% of all youth enrolled must obtain employment AND an industry recognized credential. The employment and/or education and training must be in the first quarter after exit. The credential must be received by the end of the third quarter after exit.

Common Measures as defined in Training and Employment Guidance Letter 17-05.

Placement in Employment or Education – employment and education includes, paid employment, military, post-secondary education, and/or advance training and/or occupational skills training.

Attainment of a Degree or Certificate – High school diploma, GED, or recognized certificate

Literacy and Numeracy Gains – educational improvement for out-of-school youth

There are no negotiated levels for these measures at the time of printing this request for proposals, but reporting of outcomes is required.

**ATTACHMENT F
BID COVER SHEET FOR
WIA Youth Services
Bid No: RFP 06-006**

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: _____ Fax Number: _____

E-Mail Address: _____

TYPE OF SERVICES PROPOSED: () One Stop () Out-of-School () In-School

Target Group: _____ Number to be served: _____

Total Cost for Initial Term of 24 Months 7/1/07 – 6/30/09	Total value of leveraged resources for Initial Term of 24 Months 7/1/07 – 6/30/09	Projected cost of each youth served for Initial Term of 24 Month 7/1/07 – 6/30/09	Estimated Total Cost for Renewal Term of 12 Months 7/1/09 – 6/30/10	Total value of leveraged resources for Renewal Term of 12 Months 7/1/09 – 6/30/10	Projected cost of each youth served for Renewal Term of 12 Months 7/1/09 – 6/30/10
\$ _____	\$ _____	\$ _____	\$ _____ —	\$ _____ —	\$ _____ —

Signature - Authorized Representative

Title

Date

ATTACHMENT G WORKFORCE AREA 13 PURCHASE OF SERVICE CONTRACT

This Contract is entered into on this ____ day of _____, 20__ and becomes effective as of July 1, 2007, by and between the Board of County Commissioners (hereinafter called "County") on behalf of the Hamilton County Department of Job and Family Services and the Southwest Ohio Region Workforce Investment Board (WIB) and Youth Council in partnership with Workforce Area 13 which includes the City of Cincinnati and Hamilton County (Hereinafter "Area 13"), and xxxxxxxxxxxxxxxxxxxx (Hereinafter "Subrecipient"), with an office at xxxxxxxxxxxxxxxxxxxxxxxx, whose telephone number is (xxx) xxx-xxxx, for the purchase of **WIA Youth Services.**

The Hamilton County Department of Job & Family Services (HCJFS) is designated as the administrative entity and fiscal agent by Area 13 and the Southwest Ohio Region Workforce Investment Board (WIB).

1. TERM

This Contract will be effective from July 1, 2007 through June 30, 2009 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed xxxxxxxxxxxxxxxx(\$xxxxxxxxxx) over the life of this Contract.

In addition to the terms set forth above, this Agreement may be renewed, at the option of Area 13 for one (1) additional one (1) year terms at prices stipulated by Provider on their budget submitted with their proposal for the time period of July 1, 2009 through June 30, 2010.

2. SCOPE OF SERVICE

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), the Provider agrees to perform the WIA Youth Services as described in Exhibit I - Statement of Work WIA Youth Services, Exhibit II - Request for Proposal, and Exhibit III - The Provider Proposal.

Any program description intended for internal or external use shall mention funding is provided by Workforce Area 13.

3. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I, II, and III. This Contract and all Exhibits are intended to supplement and complement 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:

Exhibit I - Statement of Work

Exhibit II - The Request for Proposal;

Exhibit III - The Provider Proposal;

4. ADDITIONAL EXHIBITS

Other Exhibits that will be attached to and incorporated by reference into this Contract are:

Exhibit IV - The Provider Budget;

Exhibit V - WIA Youth Services Monthly Expenditure Report.

5. ADDITIONAL PROVIDER DUTIES AND MISCELLANEOUS PROVISIONS

Provider agrees to maintain records and documentation detailing and substantiating all service provided to individuals in the contracted program(s) (whether reimbursed by this Contract or not) as well as the expenses incurred in the operation of the programs.

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 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.

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.

Reported expenditures and program income, including any profits earned, must be on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the

Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through an analysis of the documentation on hand.

6. 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 the Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) calendar 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.
 - 1. Under no circumstances will HCJFS, acting as the Fiscal Agent for Area 13, make payment for any service, either on an initial invoice or a supplemental invoice, which is submitted more than Ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority to determine if an invoice is received timely and accurately. For invoices which are received timely, but are not accurate or made accurate within the above referenced Ninety (90) day submission period, there will be no extension of the time limitations.
 - 2. For accurate invoices which are timely received, HCJFS, acting as the Fiscal Agent for Area 13, will make payment within forty five (45) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract.
 - 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. Provider must use Exhibit V, WIA Youth Services Monthly Expenditure Report in order to invoice each month of service. All invoices must contain backup documentation to justify expense. Backup documentation is considered to be copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on the Monthly Expenditure Report.
 - 4. Area 13 reserves the right to withhold payment until such time as any requested and/or required reports are received.
- C. Provider will indicate the purchase order number, unique invoice number and vendor number (federal taxpayer id) 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. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
3. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
4. entertainment costs for amusements, social activities and related costs for staff only;
5. costs of alcoholic beverages;
6. goods or services for personal use;
7. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
8. gains and losses on disposition or impairment of depreciable or capital assets;
9. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
10. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Administrative Code;
11. losses on other contracts;
12. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
13. costs related to legal, administrative and other proceedings;
14. goodwill;
15. asset valuations resulting from business combinations;
16. legislative lobbying costs;
17. cost of organized fund raising;
18. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
19. 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;
20. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
21. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
22. major losses incurred through the lack of available insurance coverage;
23. cost of prohibited activities from section 501 ©(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.

7. LOWEST PRICE

Provider warrants and represents that its price as set forth in this Contract is equal to or less than the prices currently being offered to another governmental entity for the same or comparable service. Provider warrants and represents that if, any time during the term of this Contract, a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity, such lower price will be passed through to Area 13. Provider further represents that it will provide written notice to Area 13 when a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity.

8. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIA Youth Service under the Title IB Youth Allocation in accordance with the rules and regulations set forth in the WIA legislation.

9. DUPLICATE BILLING

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

10. 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 legal 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 used by Provider in the performance of this Contract are treated according to the following terms:
 - 1. All records relating to the service provided and supporting documentation for invoices submitted to Area 13 by Provider shall be retained and made available by the Provider for audit by Area 13, the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this Contract.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of Area 13. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of Area 13.

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

11. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, Area 13 is not making any guarantees or other assurances as to the extent, if any, that Area 13 will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from Area 13, 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.

12. NON-EXCLUSIVE

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

13. CONFLICT OF INTEREST

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

Provider further agrees that there is no financial interest involved on the part of any Area 13 officers, Hamilton County Board of County Commissioners, employees of Hamilton County or the City of Cincinnati involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Area 13 employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider acknowledges that no individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

Provider will report the discovery of any potential conflict of interest to Area 13. Should a conflict of interest be discovered during the term of this Contract, Area 13 may exercise any right under the Contract including termination of the Contract.

14. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of Area 13. The Provider may not subcontract any of the services agreed to in this Contract without the express written consent of Area 13. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees that it will remain liable for the provision of all deliverables under this Contract, without regard as to whether it has entered into an agreement with its subcontractors, and that it will monitor any approved subcontractors to assure that all requirements under this Contract are being met. Area 13 acknowledges and agrees that the following subcontractors may be performing services in relation to this Contract:

- 1.
- 2.
- 3.

Provider agrees that the assignment of any portion of this Contract or use of any subcontractor, without Area 13 prior written consent, is grounds for Area 13 to terminate this Contract with seven (7) days prior written notice. Provider must notify Area 13 within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet contract or licensing 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. Under such circumstances, Provider shall notify Area 13 of subcontractor's termination and shall make recommendations to Area 13 of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of Area 13 and must be selected by a competitive bid process to compare price and quality. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

Provider agrees that all requirements set forth in this Contract will be a part of all contracts executed between the Provider and the partners/subcontractors performing services in relation to this Contract.

Provider agrees to deliver to Area 13, on or before October 1, 2007, copies of all executed

partner/subcontractor contracts and budgets.

Provider further agrees that all partner/subcontracting agreements will contain specific language which gives Area 13 the right to audit and/or test contract requirements and cost

reimbursements, at any time, during the term of this Contract, including any optional renewal periods. Evaluation activities may include, but are not limited to reviewing records and reports, observing programs, and interviewing program employees and consumers. Such evaluations will be conducted at the partners/subcontractors' own time and expense.

15. GOVERNING LAW

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

16. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement 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.

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

17. 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.

18. TERMINATION

This Contract may be terminated by Area 13 upon notice, in writing, delivered upon the Provider. Such termination shall be effective as of the date set forth in the termination notice. This Contract may be terminated by Provider, upon notice, in writing, delivered to Area 13 at least One Hundred Twenty (120) days prior to the effective date of termination. The parties further agree that should the Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as the 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 6 - Billing And Payment.

The parties further agree that should the Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of

Area 13. Area 13 shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by Area 13.

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

19. 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 Office of Management & Budget circulars, 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.

20. NON-DISCRIMINATION

The 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, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, 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.

21. PROVIDER SOLICITATION OF AREA 13 EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract, Provider will not solicit Area 13 employees to work for Provider.

22. RELATIONSHIP

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

23. DISCLOSURE

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

24. 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.

25. NO ADDITIONAL WAIVER IMPLIED

If Area 13 or the 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.

26. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to Area 13 and/or consumers of Area 13 concerning the confidentiality of Area 13 consumers. The Provider understands that any access to the identities of any Area 13 consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning Area 13 consumers for any purpose not directly related to the administration of this Contract is prohibited. The 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 the Provider's office.

27. AUDIT RESPONSIBILITY

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 sample 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 period.

Provider agrees to repay Area 13 the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be asked to sign a Repayment of Funds Agreement (the "Repayment Agreement"). If payments are not made according to the terms and conditions set forth in the Repayment Agreement, future checks will be held until the repayment of funds is current. Area 13 also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Area 13 may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment which must be signed by all parties.

Within fifteen (15) days of receipt, Provider agrees to give Area 13 a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.

28. WARRANTY

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

29. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds which 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 may be terminated by Area 13 at the end of the period for which funds are available. Area 13 will notify the Provider at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue to Area 13 in the event this provision is exercised, and Area 13 shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

30. FORCE MAJEURE

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

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; 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.

31. COORDINATION

The Provider will advise Area 13 of any fund raising campaigns for supplementary operating or capital funds contemplated by the Provider within the Southwest Ohio region, which includes but is not limited to Cincinnati and Hamilton County so that the same may be coordinated with any fund-raising drives planned by Area 13.

32. 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.

33. PUBLIC RECORDS

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

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

34. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace. 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.

35. 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 First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to Area 13 consumers.

36. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects nor to restrict the Provider from performing the duties or obligations set in the Marketing Plan set forth in the Statement of Work.

37. AMENDMENTS

This writing constitutes the entire agreement between Provider and Area 13 with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and Area 13; however, it is agreed by Provider and Area 13 that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or

regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and Area 13 and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

38. 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 insurance. 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 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
 - 7. Joint venture as named insured (if applicable)
- B. 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.
- C. 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 Area 13 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.
- D. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

-
- E. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
1. Additional insured endorsement
 2. Pay on behalf of wording
 3. Concurrency of effective dates with primary
 4. Blanket contractual liability
 5. Punitive damages coverage (where not prohibited by law)
 6. Aggregates: apply where applicable in primary
 7. Care, custody and control – follow form primary
 8. Drop down feature
- F. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- G. The Provider further agrees with the following provisions:
1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. **The forms must state the following: "Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their 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 13, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 3. Provider shall furnish the Hamilton County Risk Manager and Area 13 with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and Area 13 guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

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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 Board of County Commissioners of Hamilton County (BOCC) and Area 13.
 6. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against BOCC and Area 13. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 7. Provider, BOCC and Area 13 agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 8. Provider’s insurance coverage shall be primary insurance with respect to BOCC, Area 13, their officials, employees, agents, and volunteers. Any insurance maintained by BOCC or Area 13 shall be 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 or all 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.

39. 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 Board of County Commissioners of Hamilton County, Ohio and Area 13 and their 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 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.

40. LOBBYING

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), Provider warrants that during the life of the Contract, 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, Area 13 will issue a termination notice in accordance with the terms of this contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

41. 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

With copies to:

Kevin Holt
Hamilton County Job & Family Services
222 East Central Parkway
Cincinnati, Ohio 45202

42. 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 state statutes and Ohio Administrative Code rules in the conduct of work hereunder. 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 Provider's employees.

43. 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 each contracted site so all participants are aware of the process.

44. PROPERTY OF AREA 13

Any item produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, computer program or other media, are the property of Area 13, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. Provider shall transfer all pertinent information, specification, right, title, and interest to Area 13 upon written request.

Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. Provider will not include in any deliverable any copyrighted material.

Provider agrees the deliverables will be made freely available to the general public unless Area 13 determines, pursuant to state or federal law, that such materials are confidential.

45. DEBARMENT AND SUSPENSION

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), Area 13 may not contract with Providers on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or

Nonprocurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Contract, Provider warrants that Provider is excluded from the List and will immediately notify Area 13 if Provider is added to the List at any time during the life of this Contract. Upon receipt of notice, Area 13 will issue a termination notice in accordance with the terms of the Contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

46. NON-RESTRICTION

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

47. 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.

Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows.

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

Step 1

Representative for Area 13: Quality Assurance Manager

Representative for Provider: Project 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:

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: HCJFS Assistant Director

Representative for Provider:

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.

48. DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, Area 13 may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that the Provider shall have the opportunity to cure such breach within the thirty (30) day notice period.

Any extension of time to cure any breach given to Provider by Area 13 shall be in writing and will not operate to preclude the future exercise of any rights Area 13 may have under this Contract.

In no event will the Provider be liable for any damages due to Area 13's documented failure to perform or for any failure arising from causes beyond the control or without the fault or negligence of the Provider.

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 of the non-breaching party such technical or nonmaterial 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.

49. PROJECT MANAGER

Kevin Holt, 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 list of contacts may be updated from time to time without a formal Contract amendment.

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Kevin Holt	946-7565	Workforce Development	Single/Initial point of contact for program.
Maggie Barnett	946-1768	Contract Services	Contract changes, contract language
Ray Burton	946-1515	Contract Services	Contract budget, audits
Jody Myers	946-1513	Fiscal	Billing and payment

50. WIA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Investment Act. 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 Workforce Investment Act.

51. 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 that Provider shall notify Area 13 within one (1) business day should a finding for recovery occur during the Contract term.

52. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, 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 participant 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 participant objects to the religious character of the organization, Provider will immediately refer the individual back to Area

13 for an alternative Provider.

53. CHILD SUPPORT ENFORCEMENT

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

54. ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Provider assures 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 C.F.R. 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.

55. CONTRACT CLOSEOUT

Area 13 will close the Contract when it determines that all applicable administrative actions and all required work of the Contract has been completed. Area 13 representatives will review the Contract with the Provider and the HCJFS Fiscal Department to ensure all terms and conditions of the contract were met and that final payment for cost reimbursement, performance and incentives was made.

Within Ninety (90) days after the expiration or termination of the Contract, the Provider must submit all financial, performance, and incentive payment reports required as a condition of the Contract.

In accordance with Section 97.32 (f) of the Code of Federal Regulations (CFR), the Provider must submit an inventory of all federally owned property (as distinct from property acquired with Contract funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.

56. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), the Provider must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

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

57. ENERGY POLICY AND CONSERVATION ACT

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

58. RETENTION OF PROCUREMENT RECORDS

Provider agrees to comply with O.A.C. 5101:9-4-07(K)(13) which stipulates that Provider will retain all procurement records for a period of seven (7) years.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2007.

Provider or Authorized Representative: _____

Title: _____

By: _____

By: _____

By: _____

Honorable Board of County Commissioners
Hamilton County, Ohio

OR

By: _____ Date _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date _____

Chief Purchasing Agent
Hamilton County, Ohio

By: _____ Date _____

Agency Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Approved as to form:

By: _____ Date _____

Prosecutor's Office
Hamilton County, Ohio

By: _____ Date _____

Mayor of City of Cincinnati/Chief Elected Official

By: _____ Date _____

Workforce Investment Board Chairman

ATTACHMENT G WORKFORCE AREA 13 PURCHASE OF SERVICE CONTRACT

This Contract is entered into on this _____ day of _____, 20__ and becomes effective as of July 1, 2007, by and between the Board of County Commissioners (hereinafter called "County") on behalf of the Hamilton County Department of Job and Family Services and the Southwest Ohio Region Workforce Investment Board (WIB) and Youth Council in partnership with Workforce Area 13 which includes the City of Cincinnati and Hamilton County (Hereinafter "Area 13"), and xxxxxxxxxxxxxxxxxxxx (Hereinafter "Subrecipient"), with an office at xxxxxxxxxxxxxxxxxxxxxxxx, whose telephone number is (xxx) xxx-xxxx, for the purchase of **WIA Youth Services.**

The Hamilton County Department of Job & Family Services (HCJFS) is designated as the administrative entity and fiscal agent by Area 13 and the Southwest Ohio Region Workforce Investment Board (WIB).

1. TERM

This Contract will be effective from July 1, 2007 through June 30, 2009 inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed xxxxxxxxxxxxxxxx(\$xxxxxxxxxxxx) over the life of this Contract.

In addition to the terms set forth above, this Agreement may be renewed, at the option of Area 13 for one (1) additional one (1) year terms at prices stipulated by Provider on their budget submitted with their proposal for the time period of July 1, 2009 through June 30, 2010.

2. SCOPE OF SERVICE

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), the Provider agrees to perform the WIA Youth Services as described in Exhibit I - Statement of Work WIA Youth Services, Exhibit II - Request for Proposal, and Exhibit III - The Provider Proposal.

Any program description intended for internal or external use shall mention funding is provided by Workforce Area 13.

3. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I, II, and III. This Contract and all Exhibits are intended to supplement and complement 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:

Exhibit I - Statement of Work

Exhibit II - The Request for Proposal;

Exhibit III - The Provider Proposal;

4. ADDITIONAL EXHIBITS

Other Exhibits that will be attached to and incorporated by reference into this Contract are:

Exhibit IV - The Provider Budget;

Exhibit V - WIA Youth Services Monthly Expenditure Report.

5. ADDITIONAL PROVIDER DUTIES AND MISCELLANEOUS PROVISIONS

Provider agrees to maintain records and documentation detailing and substantiating all service provided to individuals in the contracted program(s) (whether reimbursed by this Contract or not) as well as the expenses incurred in the operation of the programs.

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 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.

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.

Reported expenditures and program income, including any profits earned, must be on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the

Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through an analysis of the documentation on hand.

6. 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 the Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) calendar 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.
 - 1. Under no circumstances will HCJFS, acting as the Fiscal Agent for Area 13, make payment for any service, either on an initial invoice or a supplemental invoice, which is submitted more than Ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority to determine if an invoice is received timely and accurately. For invoices which are received timely, but are not accurate or made accurate within the above referenced Ninety (90) day submission period, there will be no extension of the time limitations.
 - 2. For accurate invoices which are timely received, HCJFS, acting as the Fiscal Agent for Area 13, will make payment within forty five (45) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract.
 - 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. Provider must use Exhibit V, WIA Youth Services Monthly Expenditure Report in order to invoice each month of service. All invoices must contain backup documentation to justify expense. Backup documentation is considered to be copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on the Monthly Expenditure Report.
 - 4. Area 13 reserves the right to withhold payment until such time as any requested and/or required reports are received.
- C. Provider will indicate the purchase order number, unique invoice number and vendor number (federal taxpayer id) on all invoices submitted for payment.
- F. Provider warrants that the following unallowable costs were not included in

determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:

24. bad debt or losses arising from uncollectible accounts and other claims and related costs;
25. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
26. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
27. entertainment costs for amusements, social activities and related costs for staff only;
28. costs of alcoholic beverages;
29. goods or services for personal use;
30. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
31. gains and losses on disposition or impairment of depreciable or capital assets;
32. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
33. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Administrative Code;
34. losses on other contracts;
35. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
36. costs related to legal, administrative and other proceedings;
37. goodwill;
38. asset valuations resulting from business combinations;
39. legislative lobbying costs;
40. cost of organized fund raising;
41. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
42. 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;
43. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
44. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
45. major losses incurred through the lack of available insurance coverage;
46. cost of prohibited activities from section 501 ©(3) of the Internal Revenue Code.

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

7. LOWEST PRICE

Provider warrants and represents that its price as set forth in this Contract is equal to or less than the prices currently being offered to another governmental entity for the same or comparable service. Provider warrants and represents that if, any time during the term of this Contract, a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity, such lower price will be passed through to Area 13. Provider further represents that it will provide written notice to Area 13 when a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity.

8. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIA Youth Service under the Title IB Youth Allocation in accordance with the rules and regulations set forth in the WIA legislation.

9. DUPLICATE BILLING

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

10. 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 legal 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 used by Provider in the performance of this Contract are treated according to the following terms:
 - 2. All records relating to the service provided and supporting documentation for invoices submitted to Area 13 by Provider shall be retained and made available by the Provider for audit by Area 13, the State of Ohio (including, but not limited to, ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this Contract.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of Area 13. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of Area 13.

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- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
 - E. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

11. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, Area 13 is not making any guarantees or other assurances as to the extent, if any, that Area 13 will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from Area 13, 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.

12. NON-EXCLUSIVE

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

13. CONFLICT OF INTEREST

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

Provider further agrees that there is no financial interest involved on the part of any Area 13 officers, Hamilton County Board of County Commissioners, employees of Hamilton County or the City of Cincinnati involved in the development of the specifications or the negotiation of this Contract. Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an Area 13 employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider acknowledges that no individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

Provider will report the discovery of any potential conflict of interest to Area 13. Should a conflict of interest be discovered during the term of this Contract, Area 13 may exercise any right under the Contract including termination of the Contract.

14. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of Area 13. The Provider may not subcontract any of the services agreed to in this Contract without the express written consent of Area 13. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees that it will remain liable for the provision of all deliverables under this Contract, without regard as to whether it has entered into an agreement with its subcontractors, and that it will monitor any approved subcontractors to assure that all requirements under this Contract are being met. Area 13 acknowledges and agrees that the following subcontractors may be performing services in relation to this Contract:

- 1.
- 2.
- 3.

Provider agrees that the assignment of any portion of this Contract or use of any subcontractor, without Area 13 prior written consent, is grounds for Area 13 to terminate this Contract with seven (7) days prior written notice. Provider must notify Area 13 within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet contract or licensing 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. Under such circumstances, Provider shall notify Area 13 of subcontractor's termination and shall make recommendations to Area 13 of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of Area 13 and must be selected by a competitive bid process to compare price and quality. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

Provider agrees that all requirements set forth in this Contract will be a part of all contracts executed between the Provider and the partners/subcontractors performing services in relation to this Contract.

Provider agrees to deliver to Area 13, on or before October 1, 2007, copies of all executed

partner/subcontractor contracts and budgets.

Provider further agrees that all partner/subcontracting agreements will contain specific language which gives Area 13 the right to audit and/or test contract requirements and cost

reimbursements, at any time, during the term of this Contract, including any optional renewal periods. Evaluation activities may include, but are not limited to reviewing records and reports, observing programs, and interviewing program employees and consumers. Such evaluations will be conducted at the partners/subcontractors' own time and expense.

15. GOVERNING LAW

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

16. INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement 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.

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

18. 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.

18. TERMINATION

This Contract may be terminated by Area 13 upon notice, in writing, delivered upon the Provider. Such termination shall be effective as of the date set forth in the termination notice. This Contract may be terminated by Provider, upon notice, in writing, delivered to Area 13 at least One Hundred Twenty (120) days prior to the effective date of termination. The parties further agree that should the Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as the 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 6 - Billing And Payment.

The parties further agree that should the Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of

Area 13. Area 13 shall not be liable to tender and/or pay to the Provider any further compensation after the date of the Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by Area 13.

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

19. 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 Office of Management & Budget circulars, 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.

20. NON-DISCRIMINATION

The 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, the Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, 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.

21. PROVIDER SOLICITATION OF AREA 13 EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract, Provider will not solicit Area 13 employees to work for Provider.

22. RELATIONSHIP

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

23. DISCLOSURE

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

24. 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.

25. NO ADDITIONAL WAIVER IMPLIED

If Area 13 or the 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.

26. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to Area 13 and/or consumers of Area 13 concerning the confidentiality of Area 13 consumers. The Provider understands that any access to the identities of any Area 13 consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning Area 13 consumers for any purpose not directly related to the administration of this Contract is prohibited. The 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 the Provider's office.

27. AUDIT RESPONSIBILITY

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 sample 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 period.

Provider agrees to repay Area 13 the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be asked to sign a Repayment of Funds Agreement (the "Repayment Agreement"). If payments are not made according to the terms and conditions set forth in the Repayment Agreement, future checks will be held until the repayment of funds is current. Area 13 also reserves the right to not increase the rate(s) of payment or the overall contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Area 13 may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment which must be signed by all parties.

Within fifteen (15) days of receipt, Provider agrees to give Area 13 a copy of Provider's most recent annual report, most recent annual independent audit report and any report associated management letters.

28. WARRANTY

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

29. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds which 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 may be terminated by Area 13 at the end of the period for which funds are available. Area 13 will notify the Provider at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue to Area 13 in the event this provision is exercised, and Area 13 shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

30. FORCE MAJEURE

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

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; 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.

31. COORDINATION

The Provider will advise Area 13 of any fund raising campaigns for supplementary operating or capital funds contemplated by the Provider within the Southwest Ohio region, which includes but is not limited to Cincinnati and Hamilton County so that the same may be coordinated with any fund-raising drives planned by Area 13.

32. 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.

33. PUBLIC RECORDS

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

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

34. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace. 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.

35. 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 First Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to Area 13 consumers.

36. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects nor to restrict the Provider from performing the duties or obligations set in the Marketing Plan set forth in the Statement of Work.

37. AMENDMENTS

This writing constitutes the entire agreement between Provider and Area 13 with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and Area 13; however, it is agreed by Provider and Area 13 that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or

regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and Area 13 and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

39. 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 insurance. 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;

- H. Commercial general liability insurance policy with coverage contained in 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:
 - 8. Additional insured endorsement
 - 9. Product liability
 - 10. Blanket contractual liability
 - 11. Broad form property damage
 - 12. Severability of interests
 - 13. Personal injury
 - 14. Joint venture as named insured (if applicable)
- I. 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.
- J. 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 Area 13 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.
- K. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

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- L. 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:
9. Additional insured endorsement
 10. Pay on behalf of wording
 11. Concurrency of effective dates with primary
 12. Blanket contractual liability
 13. Punitive damages coverage (where not prohibited by law)
 14. Aggregates: apply where applicable in primary
 15. Care, custody and control – follow form primary
 16. Drop down feature
- M. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- N. The Provider further agrees with the following provisions:
11. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. **The forms must state the following: "Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their 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."**
 12. 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 13, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 13. Provider shall furnish the Hamilton County Risk Manager and Area 13 with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 14. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and Area 13 guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

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15. 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 Board of County Commissioners of Hamilton County (BOCC) and Area 13.
 16. 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 BOCC and Area 13. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 17. Provider, BOCC and Area 13 agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 18. Provider’s insurance coverage shall be primary insurance with respect to BOCC, Area 13, their officials, employees, agents, and volunteers. Any insurance maintained by BOCC or Area 13 shall be excess of Provider’s insurance and shall not contribute to it.
 19. 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.
 20. If any or all 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.

39. 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 Board of County Commissioners of Hamilton County, Ohio and Area 13 and their members, officials, employees, agents, and volunteers (the Indemnified Parties) from and against all damages, liability, losses,

claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments 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 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.

40. LOBBYING

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), Provider warrants that during the life of the Contract, 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, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, Area 13 will issue a termination notice in accordance with the terms of this contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

41. 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

With copies to:

Kevin Holt
Hamilton County Job & Family Services
222 East Central Parkway
Cincinnati, Ohio 45202

42. 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 state statutes and Ohio Administrative Code rules in the conduct of work hereunder. 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 Provider's employees.

43. 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 each contracted site so all participants are aware of the process.

44. PROPERTY OF AREA 13

Any item produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, computer program or other media, are the property of Area 13, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. Provider shall transfer all pertinent information, specification, right, title, and interest to Area 13 upon written request.

Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. Provider will not include in any deliverable any copyrighted material.

Provider agrees the deliverables will be made freely available to the general public unless Area 13 determines, pursuant to state or federal law, that such materials are confidential.

45. DEBARMENT AND SUSPENSION

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), Area 13 may not contract with Providers on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or

Nonprocurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Contract, Provider warrants that Provider is excluded from the List and will immediately notify Area 13 if Provider is added to the List at any time during the life of this Contract. Upon receipt of notice, Area 13 will issue a termination notice in accordance with the terms of the Contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

46. NON-RESTRICTION

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

47. 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.

Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows.

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

Step 1

Representative for Area 13: Quality Assurance Manager

Representative for Provider: Project 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:

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: HCJFS Assistant Director

Representative for Provider:

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.

48. DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, Area 13 may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that the Provider shall have the opportunity to cure such breach within the thirty (30) day notice period.

Any extension of time to cure any breach given to Provider by Area 13 shall be in writing and will not operate to preclude the future exercise of any rights Area 13 may have under this Contract.

In no event will the Provider be liable for any damages due to Area 13's documented failure to perform or for any failure arising from causes beyond the control or without the fault or negligence of the Provider.

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 of the non-breaching party such technical or nonmaterial 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.

49. PROJECT MANAGER

Kevin Holt, 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 list of contacts may be updated from time to time without a formal Contract amendment.

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Kevin Holt	946-7565	Workforce Development	Single/Initial point of contact for program.
Maggie Barnett	946-1768	Contract Services	Contract changes, contract language
Ray Burton	946-1515	Contract Services	Contract budget, audits
Jody Myers	946-1513	Fiscal	Billing and payment

50. WIA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Investment Act. 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 Workforce Investment Act.

51. 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 that Provider shall notify Area 13 within one (1) business day should a finding for recovery occur during the Contract term.

52. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, 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 participant 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 participant

objects to the religious character of the organization, Provider will immediately refer the individual back to Area 13 for an alternative Provider.

53. CHILD SUPPORT ENFORCEMENT

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

54. ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Provider assures 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 C.F.R. 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.

57. CONTRACT CLOSEOUT

Area 13 will close the Contract when it determines that all applicable administrative actions and all required work of the Contract has been completed. Area 13 representatives will review the Contract with the Provider and the HCJFS Fiscal Department to ensure all terms and conditions of the contract were met and that final payment for cost reimbursement, performance and incentives was made.

Within Ninety (90) days after the expiration or termination of the Contract, the Provider must submit all financial, performance, and incentive payment reports required as a condition of the Contract.

In accordance with Section 97.32 (f) of the Code of Federal Regulations (CFR), the Provider must submit an inventory of all federally owned property (as distinct from property acquired with Contract funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.

58. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

For contracts valued at greater than One Hundred Thousand Dollars (\$100,000.00), the Provider must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

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

57. ENERGY POLICY AND CONSERVATION ACT

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

58. RETENTION OF PROCUREMENT RECORDS

Provider agrees to comply with O.A.C. 5101:9-4-07(K)(13) which stipulates that Provider will retain all procurement records for a period of seven (7) years.

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2007.

Provider or Authorized Representative: _____

Title: _____

By: _____

By: _____

By: _____
Honorable Board of County Commissioners
Hamilton County, Ohio

OR

By: _____
County Administrator
Hamilton County, Ohio

_____ Date

OR

By: _____
Chief Purchasing Agent
Hamilton County, Ohio

_____ Date

By: _____
Agency Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

_____ Date

Approved as to form:

By: _____
Prosecutor's Office
Hamilton County, Ohio

_____ Date

By: _____
Mayor of City of Cincinnati/Chief Elected Official

_____ Date

By: _____
Workforce Investment Board Chairman

_____ Date

ATTACHMENT H – SCOPE OF SERVICES QUESTIONS

Question to answer for proposals for Youth Services at the One Stop:

1. How will your organization provide the functions and services described in the RFP – and meet RFP specifications?
 - a. How do you envision this “Youth Zone” to look and function? Include:
 - ◆ Set up
 - ◆ Proposed activities for youth
 - ◆ Staffing
 - ◆ Collaborating with service providers
 - b. What will the resource room offer and how will it function? Include:
 - ◆ The use of technology.
 - ◆ Providing access to local labor market information, including high growth industries and career pathways to these jobs.
 - ◆ Other career exploration resource, such as tools to assess vocational interests, aptitudes, and abilities.
 - ◆ Providing access to job matching websites.
 - ◆ Providing information on training programs and sources of grants and loans.
 - ◆ Utilizing the computer assisted learning laboratory already in place that can conduct diagnostic tests on basic skills levels and provide remediation, at a space provided at the One-Stop.
 - ◆ Interactive activities.
 - c. How will you provide orientation services Provide a detailed plan about how these services will occur, including
 - ◆ Objectives, schedules, curricula/presentations, staffing.
 - ◆ Length of orientation.
 - ◆ Providing information on the full spectrum of youth activities and services in the region, including WIA-funded and non-WIA funded services?
 - ◆ Strategies for ensuring consistent message and quality delivery of orientation.
 - ◆ Role of service providers in orientation and other Youth Zone services and activities.
 - ◆ What types of Leadership development curriculum will you provide at vendor sites?
 - ◆ Outline curriculum
 - ◆ Length of presentation and frequency of site visits
 - ◆ Means incorporated to get youth out to the Youth Zone

-
- ◆ Method of tracking Youth Zone participation after site visit
 - ◆ Method to ensure youth are dually enrolled with vendor and youth zone
 - ◆ Method of recording case notes in SCOTI

d. How will you coordinate with the One Stop Center

- ◆ to maximize each other's resources?
- ◆ To engage older youth with available services
- ◆ to collaborate around development of business partners?

e. What approaches will you use for marketing, outreach to and recruitment of target populations? Include you will coordinate these functions with service providers.

2. Organizational structure

- a. What are your planned hours of operation, including off-hours availability?
- b. How will you manage, train, and supervise staff and evaluate staff performance?
- c. How will you complete required paperwork and reports?

Questions to answer for proposals for In-School & Out-of-School Youth services

1. Describe the organizational structure to be used for delivering services.

- a. Hours of operation, including off-hours service availability.
- b. How will you manage, train and supervise program staff and evaluate their performance?
- c. What technology will you use?
- d. What is your plan for assuring enrollment of youth appropriate for WIA services and for maintaining enrollment at negotiated level (marketing, outreach, recruitment and engagement)?
- e. Describe how customers will flow through service components.
- f. What strategies will you use to monitor service provision and provide accountability?
- g. How will your organization handle completion of required paperwork and reports and data entry?

-
- h. How will your organization manage the achievement and documentation of state and local performance standards?
 2. Provide a description and location of the facility or facilities that will support the activities in terms of accessibility for targeted populations, equipment, and space.
 3. Describe the target population and the number expected to be served.
 4. Describe how your services will prepare non-HS graduates to earn a GED/HS diploma and prepare those out of school youth who are basic skills deficient to improve their basic skills by one educational functioning level within each 12 months of service.
 5. Describe your strategy to meet or exceed performance goals:
 - a. Basic Skill Attainment rate
 - b. Work Readiness attainment rate
 - c. Diploma/GED Attainment
 - d. Retention
 - e. Entered Employment
 - f. Employment Retention
 - g. Earnings Change Comparison
 - h. Credential Rate
 - i. Literacy and Numeracy
 6. Describe how you will engage vulnerable youth in services, maintain their interest over time, and motivate them to meet their goals.

7. Describe in concrete detail how you will arrange or provide each of the 10 WIA elements by themselves or in combination with a complete description of the follow up services provided separately as one element:
 - a. How services are to be offered, and which program elements they will comprise.
 - b. Identification of which partner, if other than the Proposer, will be providing the services.
 - c. How proposed services will work and how they will meet RFP requirements and specifications and incorporate youth development principles. Include information on curricula to be used.
 - d. Specify the days, times, and lengths of each service and the availability of services after 5:00 PM and on weekends to accommodate schedules of youth not available during the normal 8:00 AM to 5:00 PM time frame.
 - e. How will the proposed services address the needs and circumstances of targeted youth?
8. Provide a plan on how you will provide case management and continuity of care.
9. Provide specific evidence, through references to best practice and research literature and experience, which support potential effectiveness of proposed service strategies.
10. Describe how you will ensure on an ongoing basis that programming is responsive to the needs of the region's employers and economic development. Describe how you plan to involve employers in terms of work-based learning, opportunities for placements, providing support through in-kind services or financial contributions, etc. Proposals shall identify specific employer connections and the role each will play in securing work experience, internships, apprenticeships, mentoring or shadowing opportunities, and/or placements.

11. Provide a plan and timetable for program start up.

Section E - Cost of the Proposed Services

- A. What is your plan for integrating WIA funds with other funding streams and/or organization in fulfillment of the scope of services? Indicate expected timing and levels of support from other sources. Indicate how you will maximize the amount of contract funds that are allocated for direct services to youth.

- B. Provide a budget for the total cost of proposed services using the attached budget format. Indicate for what costs you are requesting WIA support and what costs expected to be covered with other resources. (See Appendix 7)

- C. Include a detailed narrative explaining the costs and their relationship to proposed services.

- D. Proposer may not budget for any of the unallowable costs listed on page 38. The cost of developing proposals is entirely the responsibility of the Proposer and shall not be chargeable under any circumstances. If a Proposer believes that some of these costs would be an appropriate expense for these services, Proposer must explain the reasoning in detail and submit the justification with the proposal.

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

G:/Masters/Declaration of Property Tax Delinquency (Rev. 0505)

ATTACHMENT K
Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

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

ATTACHMENT L

REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

RFP: YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT – JANUARY, 2007

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

Stacey Owens-Smith

**Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384**

The Workforce Investment Board (WIB)/Youth Council (YC), City of Cincinnati, Office of the Mayor (CEO), and Hamilton County Job and Family Services (Administrative Entity) will not entertain any oral questions regarding this **RFP**. Other than specified above, no bidder may contact any WIB/YC, county official, employee, project team member or evaluation team member. Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this **RFP**. **Inappropriate contact may result in rejecting of the Provider's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

The only appropriate contact is with the contact person listed above.

Have you been banned from doing business with the State of Ohio? _____.

Please fax this completed page to HCJFS Contracting Department at (513) 946- 2384.

By faxing this completed page to the HCJFS Contracting Department you will be registering your company's interest in this RFP, attendance at the pre-bid conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

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

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

Attachment M

Useful websites on legislation and best practices

<http://www.ohioworkforce.org>. Ohio website on WIA - Click on “Youth Opportunities,” which links to best practices sites and Training and Employment Guidance Letters (TEGLs).

<http://www.superjobs.com>. Super Jobs One Stop Center - Contains policies approved by the Southwest Ohio Region Workforce Investment Board related to local WIA implementation.

<http://www.mcknight.org/cfc/lab.aspx>. Links to McKnight Foundation reports on best practices in youth employment programs and after school programs.

<http://www.ohiolearningwork.org>. Links to the Ohio Learning Work Connection which provides information and professional development to WIA youth councils and youth-serving organizations

<http://www.twc.state.tx.us/svcs/youthinit/ypi.html>. Links to a report, “Engaging Out-of-School Youth,” from the Texas Workforce Commission Youth Program Initiative

http://nyec.org/CLS&JAG_report.pdf. Links to report, “Still young, restless, and jobless,” by the Center for Labor Market Studies for Jobs for America’s Graduates

<http://www.youthbuild.org>. Second chance program that develops academic and leadership capacity of dropouts, focusing on construction trades.

<http://www.financeprojectinfo.org/win/youthdata.asp>. Economic Success Clearinghouse links to research and data on youth development

http://www.financeprojectinfo.org/workforce/workforce_youth.asp. Links to a wide variety of reports and articles on youth programming

<http://www.nyec.org/pepnet/practices.asp>. The National Youth Employment Coalition's web site NYEC is a non-partisan organization dedicated to promoting policies and initiatives that help youth succeed in becoming lifelong learners, productive workers and self-sufficient citizens. Links to many reports on best practices

<http://www.promising-practices.org>. A database and search engine of effective workforce development practices, documents, videos, and events. Links to other promising practice sites

http://www.doleta.gov/youth_services/ Link to DOL Youth Services

http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2195 TEGL 17-05 WIA Performance Measures

http://www.nationalserviceresources.org/resources/newsletters/enewsletters/february_2004.php

http://www.helpusa.org/site/PageServer?pagename=MUSA_Homepage&JServSessionIdr011=3fnhuske14.app5a Mentoring USA

http://www.ppv.org/ppv/publications/publications.asp?search_id=7&sort_order=alpha

Links to sites on mentoring best practices

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Hamilton County Department of Job and Family Services
Provider Certification Document
ATTACHMENT N

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

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

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

NOTES:

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

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

b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l. insureds listed; Expiration Date:			
d. Worker's Compensation insurance;			
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
5. Reviewed 3 of the last 12 months board minutes			
6. Reviewed accounting/record keeping system:			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			

f. how will provider manage cash flow during the first 3 months of the contract?			
7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			
d. police/BCII check completed w/in last 12 mons.			
8. Transportation Issues (when applicable)			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
9. Interior - Public Areas			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			

e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
10. Contract Management Plan - review provider's written plan for contract management.			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			
d. what is provider's plan for conducting self-reviews to ensure contract compliance?			
e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider's plan for monitoring contract utilization?			

Additional comments/notes for Section B:

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

Item	Comment	Date Rec'd.	Date Complete	
1. Training plan for program area staff. a. proof provider staff are aware of contract requirements.				
2. Written program policies				
3. Policy & procedure manual for staff a. provider's overall operation policy;				
b. personnel policies;				
c. policy for using volunteers;				
d. affirmative action;				
e. cultural diversity training;				
f. police check policy.				
4. Received copy of provider's brochures or literature regarding their programs. How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?				
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included: a. consumer program satisfaction results (define method(s) to be used);				

b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan);				
c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and contact dates and units;				
d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;				
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;				
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;				
g. detailed safety plan;				
h. detailed written procedure for maintaining the security and confidentiality of client records.				

Additional comments/notes for Section C:

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ATTACHMENT N (Continued)
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;

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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: <ul style="list-style-type: none"> 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. 	This information is used to determine the financial status of an agency. Things to look for are: <ul style="list-style-type: none"> 1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy. 2. Do the attachments/exhibits indicate problems, recommendations, etc.? 3. Does the audit management letter indicate a problem or areas that need improvement? 4. Does the SAS61 indicate problems, concerns, etc.? 5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year. 6. Were taxes filed timely? If not, why? Were extensions requests done timely? 7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www.gao.gov/policy/guidance.htm
3. Indicate Provider's filing status with the IRS: <ul style="list-style-type: none"> a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify). 	The filing status is important because of filing and tax conditions which are unique to each category.

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

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

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

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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff are aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?

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

YY Diploma	60%	Percentage of YY who obtain a diploma or GED while in the program or within 90 days of exiting the program. Exclude those who enter the program with a GED/diploma.
YY Skill Attainment	70%	Percentage of skill goals attained by all in-school and most out-of-school younger youth compared to the number of goals set.
YY Younger Retention	55%	Percentage of all youth who exit and are documented to be employed, in post-secondary education in the military, or are in a qualified apprenticeship 90 days after exit.
Cost Effectiveness	To be Determined	The contractor shall serve a volume of youth at a cost per youth not in excess of Area 13 (Hamilton County) Younger Youth historic (2005, 6) cost per youth ratios.

OY Entered Employment	70%	Percentage of youth unemployed at program entry who become employed while in the program or within 90 days after "exiting" the program.
OY Certificate	50%	Percentage of Older youth who earn a recognized certificate or diploma while in the program or within 90 days of exiting.
OY Retention Rate	75%	Percentage of youth who are employed between 60 and 90 days after exiting.
Cost Effectiveness	To be Determined	The contractor shall serve a volume of youth at a cost per youth not in excess of Area 13 (Hamilton County) Older Youth historic (2005, 6) cost per youth ratios.

These measures shall be applied to all youth enrolled or exited after the start date of this contract or associated pre-award agreement. The contractor is responsible for documenting each case needed to support payment under these terms. The final 10% of billings associated with each contract year shall be held pending provision of a final performance data summary and documentation for all youth enrolled or exited during the course of this contract year. The year end summary must be provided within 90 days of the end of the contract year. Documentation needed to validate that year end summary must be readily available. Each of the three measures shall be assigned equal weight (2.5%) in determining to what extent 10% at risk dollars are earned.

ATTACHMENT P
Hamilton County Department of Job and Family Services
Proof of Performance

Submit Proof of Performance Prior to Invoicing. Prior to preparing an invoice for payment, the contractor must submit documentation that services were provided under each payment point. An explanation of what should be submitted with each payment point is detailed below. The payment points vary for In-School-Youth and Out-School-Youth. Contractor should retain photocopies.

A. Skill Attainment: Include Youth Performance Report documenting pre-test score versus post-test-score versus post-test score, as well as the actual increase versus planned increase. also include the original score sheet for the TABE post-test.

B. Employment: Include Youth Performance Report documenting employer, start date, rate of pay and job title/description. Also use this form to document employment retention.

C. Credential. Include Youth Performance Report documenting type of certificate awarded and the date it was awarded. Also include a photocopy of the actual credential.

D. Summary of Youth Activities. If none of the outcomes or retention identified above in achieved, complete the Youth Performance Report to provide a summary of youth activities for the preceding 30 days.

E. Ensure SCOTI Data Entry. Contractor will ensure that all data regarding youth participants is entered into SCOTI within 15 days of confirmation of performance activity (skill attainment, certificate, employment, etc.)

Area 13 Youth Performance Report

Service Provider _____

Service Provider Staff _____

Youth Name _____

Youth SSN _____

1. Lit/Num Gains	Reading	Math
Pre-test score	_____	_____
Date of test	_____	_____
Post-test score	_____	_____
Date of test	_____	_____
Planned increase	_____	_____
Actual increase	_____	_____
Test instrument	_____	_____

2. Diploma/GED/Certificate

Excluded (Specify) _____

Type _____

Date Obtained _____

3. Entered Employment

Employer _____

Start date _____

Hourly Rate _____

Job title _____

4. Retention:

Is the youth engaged in any of the following activities?

A. Post Secondary education Yes / No

B. Advanced Training Yes / No

C. Employment Yes / No

D. Military Yes / No

E. Apprenticeship Yes / No

If yes, date enrolled _____

If none of the outcomes or retention identified above is achieved, complete the Youth Performance Report to provide a summary of youth activities for the preceding 30 days.

Service Provider Signature _____

Date _____