

**REQUEST FOR PROPOSALS**

**FOR**

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

**RFP MB0410R**

**Issued by**  
**Southwest Ohio regional Workforce Investment Board**  
**In partnership with**  
**The City of Cincinnati and Hamilton County**  
**(September, 2010)**

**RFP Conference: September 23, 2010 10:00 a.m.**  
**Location: Hamilton County Job and Family Services**  
**222 East Central Parkway**  
**6<sup>th</sup> Floor Conference Room 6SE201**  
**Cincinnati, Ohio 45202**

**Due Date for Proposal submission: November 3, 2010**

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

**The Southwest Ohio Region Workforce Investment Board**

**Vision:**

To become THE model workforce development system.

**Mission:**

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

**Values:**

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

# 1.0 REQUIREMENTS & SPECIFICATIONS

## 1.1 Introduction & Purpose of the Request for Proposal

### Introduction/Authority

Hamilton County Job and Family Services (HCJFS) is issuing this Request For Proposal (RFP) on behalf of Area 13 in its role as Administrative entity for Area 13. Area 13 is comprised of city of Cincinnati and Hamilton County and is operationally represented by The Southwest Ohio Region Workforce Investment Board (SORWIB).

The Area 13 SORWIB, is 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.

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

The Southwest Ohio Region Workforce Investment Board (SORWIB) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any or all the services proposed. Provider must submit proposal for the initial term of two (2) years with the option to renew for two (2) additional one (1) year renewals contingent on performance and funding availability. Contracted services, are to be initiated on or about July 1, 2011 and run through June 30, 2013. Providers who do not submit pricing for the renewal option will not be disqualified; however, a contract cannot be awarded for any term where a Provider has not submitted a budget. Providers are encouraged to submit bids for the renewal option where possible. The purpose of the total four (4) years term is to minimize the cost of the process for Providers and for the County.

**Eligible Proposer:** All parties considering responding to this RFP should be aware that Area 13, the SWORWIB, and HCJFS all specifically reserve the right to amend the scope of any resulting agreement to accommodate any change in legislation that significantly alters workforce development implementation nationally or statewide as needed on a month by month basis until rebidding is completed. Any such change will only be completed through

negotiation and mutual consent.

Any contract resulting from this agreement may be extended, on a month to month basis, for up to six (6) months following anticipated termination date at the discretion of HCJFS.

## **Purpose**

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

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

These services will follow the requirements of the Workforce Investment Act (WIA), local WIB policies, a Memorandum of Understanding (MOU) governing One-Stop partners’ responsibilities, and Area 13’s Business Plan.

Entities, Individual Providers or Partnerships, should propose to operate both the One-Stop Center and WIA services for Adult and Dislocated Workers. The successful entity may subcontract with other entities with prior approval of the SORWIB and HCJFS.

This RFP is not in itself an offer for work nor does it commit Area 13 to fund any proposals submitted.

## **1.2 Scope of Service**

Area 13 is seeking to identify experienced and effective entities to perform this work. The entity may be a single Provider or a partnership of workforce development organizations. Any such collaborative effort must designate a lead agency that will hold the contract and serve as the sole fiscal agent.

Within the limits of WIA law and rule, any element of scope may be prioritized in the future and increased or decreased in response to changing circumstances or funding levels. Those priorities shall be established by the Area 13 WIB with budget impacts defined by the Provider and each constrained by rule and available funds as identified by the Administrative Entity.

The Provider will be expected to adhere to federal, state and local performance standards as defined in Section 1.2.2 Service Components.

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

### **1.2.1 Population**

The following data is provided for planning purposes only. Area 13 does not guarantee that the current service level will increase, decrease or remain the same. The One-Stop Operator must provide the services described in this RFP to the following customers, as appropriate and within funding/eligibility guidelines:

- Employers seeking labor market information, labor exchange services (e.g., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc;
- The general public (the universal customer) seeking Core Services;
- Adults and Dislocated Workers (including displaced homemakers) who meet the requirements for WIA services;
- Individuals seeking specialized services such as veterans, ex-offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to

employment (including older individuals, people with limited English-speaking ability or cultural barriers, such as Hispanics, and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Readjustment Assistance (TRA), NAFTA, etc.;

- Former WIA enrollees to whom follow-up services are to be provided; and
- Non-custodial parents of the children supported by public assistance.

### **1.2.2 Service Components**

The selected One Stop Operator will provide:

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

- a. A full service One-Stop is currently operated at 1916 Central Parkway. The successful proposer will be expected to maintain a fully functioning One Stop within Hamilton County. The specific location of this office and any satellite offices shall be determined by the Area 13 WIB. Occupancy and related costs for each location will be borne by the One Stop operator, funded with WIA dollars, and reflected in any contract resulting from this RFP.
- b. Seek and implement access points to make workforce development services accessible to Hamilton County and the City of Cincinnati residents in a cost-effective manner.
- c. Provide a functioning One-Stop that is professional and inviting in appearance with easy customer flow, and is ADA accessible.
- d. Maintain facilities and services to assure ongoing State certification at level two as detailed in state and federal guidance.  
([www.Ohioworkforce.org/OneStop/OneStopCertif.stm](http://www.Ohioworkforce.org/OneStop/OneStopCertif.stm))
- e. Staff and furnish a resource area for use by the public.
- f. Offer hours convenient to customers and appropriate to the number of customer visits: schedule to include extended hours as necessary. Adjust hours as necessary in response to usage and customer satisfaction data.



- g. Make available, at no cost, meeting/training space to the Administrative Entity, the Chief Elected Official, the Workforce Investment Board (WIB), and other employment related organizations.
- h. Assure space is available in the One-Stop Center for Partner services per agreement between the partners, the WIB, and the One-Stop operator.
- i. Provide web-based technology to support administrative, program and fiscal accountability, which includes but is not limited to: tracking information on customers, on employers, and One- Stop partners, direct job postings, resume management, application tracking and workflow management reporting.
- j. Support and implement the Workforce Investment Board's decisions on the region's name for the One-Stop system and promote visibility of name, logo, and tagline. Use the name and logo in signage, forms, stationery, logo, marketing, internet access, and other media under the auspices of this project.
- k. In the event of contract termination, all leases, software licenses, and the telephone numbers will be assigned to Administrative Entity and equipment, materials, and supplies returned to Administrative Entity, assuming Administrative Entity will accept assignment. The vendor will inventory and maintain all purchased and transitioned equipment. One-Stop Center's name and logo, including signage, communications, web sites, and marketing materials, will remain the property of the Administrative Entity.

## **2. Outreach & Recruitment**

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

non-traditional and hard-to-reach or -serve groups. Target neighborhoods with high unemployment.

### **3. Services for Core Customers**

- a. The One-Stop Center will offer integrated services of partners in a seamless and streamlined fashion. Adaptations will be available for specialized populations such as those with significant language and cultural barriers including Hispanics, people with disabilities, as well as people with other challenges.
- b. Services available to the core customer will include the following. Some of these services will require WIA registration.
  - Outreach, intake, and orientation to the One-Stop Center. Orientation to the One-Stop center and to the One-Stop system of partner services will be available via print, videotape, and workshop or one-on-one with a One-Stop representative. Following orientation, the individual will either start working independently on career exploration and job search, or be referred for more specialized services with one or more of the one-stop partners, including WIA Title I Adult and Dislocated Worker assisted core, intensive or training services, as well as to other community partners.
  - Initial assessment of skill levels, aptitudes, abilities, and need for supportive services. This is accomplished in a one on one interview to gather a recent job history, provide a quick analysis of local demand for customer's occupational skills, and the individual's job seeking skills. Initial assessment may include identification of customers' type of unemployment (functional, structural, seasonal or cyclical) and any transferable skills the customers may have.
  - Initial development of employment plan.
  - Job search and placement assistance.
  - A resource room with self-service information to help customers in selecting careers, job searching, job matching, placement, retention and advancement through ample computers, print, video, and other media. The resource room should be designed for ease of customer use, and staffed with technologically expert professionals who can answer questions and assist in information searches, decisions, and connections to services.

The resource room provides access to:

- Labor market information including job vacancy listings, job skill requirements for job listings, and information on employment trends and career options, available training, and employment law;
- Information on resume writing, interview techniques, and application completion;
- Performance and cost information on eligible training providers and information on financial aid;
- Performance information on the local One-Stop delivery system; and
- Information on One-Stop partner services;
- Information on supportive services including how to obtain them, via print, the One-Stop web site, or One-Stop representative.
- Information regarding filing for Unemployment Compensation.
- Access to employability workshops, including workshops that develop “soft skills” such as effective oral communication, team-building and problem solving and workshops on the use of technology for the job search.
- Information on performance and cost of Eligible Training providers.
- Performance information on the local One-Stop system.
- Help with establishing eligibility for WIA services and for other training and education programs.
- Help with establishing eligibility for WIA services and for other training and education programs.
- Following up with customers to ascertain progress in achieving career goals to direct them to other core services, partner services or WIA services.

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

- a. Secure basic information as required by DOL, ODJFS, and the Administrative Entity on each business and job seeker customer using One-Stop Center Services. Track repeat customers.
- b. Register all job-seeking customers using One-Stop services in the state of Ohio database system, SCOTI, or in a comparable system authorized by the state of Ohio, collecting the basic information required. SCOTI Labor Exchange (LE) is the state of Ohio database system that supports labor exchange activities for job seekers and employers.
- c. Complete required paperwork on WIA customers and enter customer information into SCOTI on same day as customer visit.
- d. Enter information into G Stars as needed to comply with local WIB requirements.

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

- a. Use strategic approaches for supporting regional economic development and providing employers with a job-ready trained workforce, following the direction of the Workforce Investment Board policies and its Business Plan. These approaches will include but not be limited to:
  - Focusing resources on a small number of industrial or occupational sectors as directed by the WIB, such as health care, construction, customer service/banking or retail. Sectors will have two of the following --high staffing needs, self-sufficiency wages (including availability of benefits and opportunities for advancement), and need for skilled workers.
  - Identifying sectors on which to focus resources through such means as analyses of labor market information (LMI), employer advisory groups, focus groups, surveys, collaboration with regional planning or economic development groups, etc.
- With the WIB and Administrative Entity staff, working with industry or occupational sectors to:

- identify ongoing and emerging needs of these employers: what skills potential employees need, what career fields are expanding, and what jobs are available;
  - identify and/or develop training programs/institutions that meet the criteria of the industrial sector and can be certified as satisfactory
  - obtain lists of job openings
  - endeavor to obtain agreement from employers to hire persons successfully completing certified training.
- b. Addressing employer and sectoral skill shortages through upgrading of job seekers' basic job readiness (including soft/SCANS skills) or occupational skills.
- c. Strategic recruitment of and programming for other employers:
  - In demand occupations, offering self-sufficient wages, benefits, and chances for advancement.
  - Reflecting economic development priorities
  - Willing to hire people with special challenges, such as ex-offenders, people with significant language or cultural barriers including Hispanics, the disabled, and people with little work history.
- d. Recruitment of job seeker customers with skills required by employers tailoring services to meet specific employer or sectoral needs. This includes resolving employer needs and brokering services.
  - Recruit employers:
    - Work with intermediaries such as the Chamber of Commerce and economic development entities to recruit employers.
    - Communicate with/market to area employers about One-Stop Center services and other community services using a variety of approaches.
    - Increase partnerships with employers and employer organizations.
  - Coordinate employer contacts and placement services with One-Stop partners, training vendors, and the WIA Youth Zone provider to ensure comprehensive non-duplicative products and services.
- e. Provide services to area businesses that address not only their current labor needs but assist in preparation for future labor needs. Services may include but not be limited to:

- Development of an Individual Employer Plan and record of services requested and provided. This should be tailored to the needs of individual employers or sectors.
- Information about tax and other incentives for participating in center services
- Information about on-the-job training opportunities, using information obtained from such organizations as economic development organizations and local chambers of commerce.
- Information about best practices such as effective hiring and employee retention practices.
- Working directly with the local businesses to identify job openings, training needs and opportunities within their company.
- Assisting with recruiting, interviewing and screening of applicants as needed and providing space for on-site interviewing.
- Providing employers with access to expanded labor pools and assisting in their recruitment through posting job orders and matching them with One-Stop customers if they meet employers' minimum requirements.
- Hosting general and customized job fairs for occupation, industry, or employer.
- Communicating to employers options for training and training funding, as well as tax benefits and other incentives for participating in One-Stop Center services.
- Offering links to WIA training services to support on-the-job and customized training to employers whose jobs meet the criteria set forth by the Workforce Investment Board and who enter into agreements as set forth by the Workforce Investment Board policy.
- Brokering the provision of support services to WIA customers who are new and incumbent employees of participating businesses, including retention services.
- Making full use of SCOTI's Labor Exchange services, including job matching.
- Offering on the job training and customized training for new workers, including Veteran's OJT.
- Following up with employers to assess their need for further assistance.

- f. Collect customer satisfaction information from employer customers that include satisfaction with employees they hired who received WIA supported occupational or on-the-job training.

## **6. Collaboration**

- a. Collaborate with the One-Stop's partners to bring additional services to the One-Stop Center. Enter into financial agreements/subcontracts with partners for cost sharing in accordance with the Workforce Area 13's Business Plan. Provide leadership and coordination for the integration of partner services into One-Stop Center organization and implementation of the Memoranda of Understanding and subsequent agreements with One-Stop partners.
- b. Improve customer access to One-Stop partner services through implementing a common intake and referral process. Strive to streamline services and minimize duplication.
- c. Work with the WIA youth services Providers to familiarize youth with the full array of One-Stop Center services.
- d. Leverage additional funding streams including those that support training, as well as in-kind and monetary contributions from regional organizations and businesses.
- e. Collaborate with other pertinent organizations in the community to meet the needs of customers
- f. Collaborate with the WIB to implement workforce development system initiatives and specific grant activities.
- g. Collaborate with the state, administrative entity and One-stop partners as necessary to implement state-generated initiatives related to One-stop services. Prior examples of such endeavors are the Incumbent Worker Training Program, the Veterans Rapid Response Program (VR2), the Veterans Short-Term Training Program (VSTP), and Workforce Development Month initiatives.

## **7. Continuous Improvement**

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

- b. Establish a program of staff capacity building, within and across partners. Report on training undertaken in the monthly report. Collect and analyze appropriate data for quality assurance, continuous improvement, and reporting purposes.
- c. Implement process and schedule for reviewing and analyzing performance data internally and with partners, identifying areas to target for improvement, diagnosing causes of failure to meet performance standards, planning changes to improve performance, implementing changes and monitoring the results. Promptly develop solutions to address any identified problems in day to day operations and continue to apply corrective actions until performance meets standards

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

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

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

### **2. Rapid response**

- a. Leverage and coordinate community and public resources for lay-offs, including linking to One-Stop partner and Trade Act programs (see <http://www.doleta.gov/tradeact/> for more information on these programs) and promote seamless delivery of services to affected businesses and employees.



- b. Implement a strategy for marketing and promoting Rapid Response so that everyone involved in dislocation events is aware and takes full advantage of the full range of available re-employment services, including notification of impending layoffs prior to WARN notices or not meeting the criteria to trigger a WARN notice.
- c. Respond to all rapid response requests within 48 hours of WARN notification. In conjunction with the affected companies, develop a rapid response tailored to the needs of company's employees, involving One-Stop partners as appropriate.
- d. Provide services in locations and at times convenient for affected workers.
- e. Provide personnel and resources to assist regional businesses with activities such as mass hirings and layoffs upon request.
- f. Provide dislocated workers information and access to unemployment and compensation benefits, comprehensive One-Stop services, and employment and training activities, including information on the Trade Adjustment Assistance program.
- g. If requested, assist in establishing a labor-management committee or a workforce transition committee of voluntary representatives of the employer and affected workers to oversee an implementation strategy that responds to the reemployment needs of the workers.
- h. Meet standards for service deliver: timely response, personal contact with affected employees, employee satisfaction.
- i. Conduct career awareness workshops for dislocated workers requesting and/or assessed as needing them.
- j. Host workshops as needed and maintain records of outcomes.
- k. Make presentations at local unemployment Insurance Profiling/Re-employment Services meetings.

### **3. WIA Registration**

- In accordance with appropriate federal and state guidance, including ODJFS WIA guidance Letter 6-2000 and USDOL Training and Employment Guidance Letter 17-05, make determination that places customer in the appropriate reporting system, i.e. the WIA or Wagner-Peyser program reporting system and/or performance

calculations. Enroll customers receiving WIA funded, staff-assisted services in WIA Core, Intensive or Training services as appropriate. Enter customer data into SCOTI or appropriate state- authorized tracking system to accurately reflect customer status.

- Obtain the Core, Intensive and Training services information as required by Department of Labor's Workforce Investment Act Standardized Record Data (WIASRD) and any local data elements from job seekers at time of enrollment

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

- a. Provide customers with orientation to the available WIA Services, including assisted core, intensive and training services. Provide adaptations for special populations, such as Hispanics, the disabled, and other people with challenges.
- b. Schedule all customers assessed as needing Staff Assisted Core Services (requiring registration) for these services within one business day.
- c. Provide the following Core Services (requiring registration as a WIA participant included in the performance calculations) to the eligible customer:
  - Staff assisted job search and placement assistance, including career counseling
  - Staff assisted job referrals, testing and background checks
  - Staff assisted skill building
  - Staff assisted employability workshops and job clubs
- d. Offer all Core customers who request staff assisted skill development an assessment resulting in a focused job choice and income growth goal, including specific salary/benefit expectations, and potential employer/company choices
- e. Use the data to assist customers enrolling in Core Services with designing an Individual Employment Plan (IEP) that helps the customer makes informed decisions about employment options. The IEP should incorporate realistic goals matching the customers' aptitudes, skills and desires. The IEP is updated continuously to reflect the customers' changing needs as circumstances change and career goals develop and are achieved. The IEP also documents follow-up plans for

customers referred to training and updates regarding progress. The IEP should reflect labor market conditions and employment opportunities.

- f. Provide specialized services, as needed for customers with disabilities and/or other challenges, including persons with cultural or language barriers, such as Hispanics, and ex-offenders.
  - g. Offer assessment service to all customers with a disability. Fast track job seekers with disabilities to intensive services with a One-Stop partner as needed. Provide initial assessment services to individuals with disabilities through the use of video magnifiers, oral administration of assessments and through case-by-case coordination with partnering organizations serving individuals who are disabled.
  - h. Provide job readiness workshops that focus on job search, job obtainment, soft skills such as effective oral communication, team-building and problem solving, and job retention skills, making use of best practices information about effective training methodology for adults. Gather and incorporate information from employers and other sources about appropriate content for job readiness curriculum. Obtain customer satisfaction data from both employer and job seeker customers about the effectiveness of the workshops.
  - i. Provide job placement services to customers as identified in their IEP
  - j. Provide job retention services beginning at customer intake, planning for job retention and offering supports to remove potential barriers to long-term employment.
- 
- k. Provide follow-up services as appropriate to WIA customers for up to 12 months after program exit. Follow-up services may:
    - Help the customer during his or her initial period of employment;
    - Evaluate and provide on-going support services and training as necessary;
    - Assist the customer in retaining employment and advancing on the job;
    - Provide rapid re-employment services, as needed, to help customers (who leave their jobs) find new jobs quickly; and

- Document follow up activities in the customer's case file or SCOTI case notes, including information on wage changes, alterations to the IEP, significant developments or setbacks in the customer's progress.

## 5. Intensive Services

- a. Regulating the movement of WIA customers from "Assisted Core" to "Intensive" Services according to Federal, State, Policy Board and Jurisdictional policies. Move prompt customers from Assisted Core to Intensive services without delay after customer is determined to be in need of intensive services.
- b. Prior to moving from Core into Intensive Services, customers will:
  - receive at least one assisted core service;
  - demonstrate their inability to attain self-sufficiency without Intensive Services; and
  - have been determined eligible and suitable to receive intensive services.
- c. Develop and provide on-site access to the following Intensive Services to customers:
  - Comprehensive and specialized assessment, such as diagnostic testing, vocational interest identification, and interviewing;
  - Full development of individual employment plans, updating them as circumstances change and activities are completed. Assure all intensive customers have IEPs with specific employment and income growth goals and the services and activities to address the gaps and lead to self-sufficiency;
  - Group Career counseling;
  - Individual career counseling and career planning;
  - Short-term pre-vocational services;
  - Short-term job search activities: career counseling, job search skills brush up, assisted job search, supportive services and workshops. For customers entering employment, provide follow up services to support retention;
  - Assessment for suitability for vocational training via a specialized assessment strategy using a variety of assessment tools. Administer a

financial assessment to identify training funding options for eligible customers;

- Provide case management to customers, contacting them regularly (a minimum of every thirty (30) days depending on need), reassessing them, and providing career counseling and other core services.; and
- Offer reassessment and other services to customers (1) having difficulty making progress on career goals, (2) experiencing barriers preventing full participation in services, and (3) on completion of planned activities.

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

- a. Regulate the movement of WIA customers from "Intensive" to "Training" Services according to Federal, State, Policy Board and Jurisdictional policies.
- b. Prior to moving from "Intensive" to "Training," customers will receive at least one of the following intensive services:
  - A documented, completed in-depth assessment;
  - An IEP documenting the following:
    - (1) That the customer requires training services to obtain or retain a self sufficiency job and that customer has inadequate access to resources to cover the cost of training.
    - (2) an income growth plan,
    - (3) program services the customer will receive,
    - (4) follow-up services the person may receive,
    - (5) Job search assistance available during training and/or after training is completed
    - (6) a plan to accomplish the employment goal.
- c. Offer Training Services to customers who have demonstrated their inability to attain self-sufficiency through Intensive Services and who are interested in high demand, high skill, and high wage jobs. Give priority to customers interested in jobs in industrial sectors as identified by the WIB. Assure that customers have the guidance and information about their skills, the labor market, and training vendors so they can make informed choices.

- d. Provide a streamlined application and approval process that will enable customers to access relevant training from approved training vendors
- e. Provide appropriate customers with information about special training programs, of demonstrated effectiveness, focused on preparing individuals facing multiple barriers for employment in demand occupations
- f. Make sure the customers have:
  - Been adequately informed about the current labor market;
  - Identified his/her skills and employability strengths and gaps;
  - Identified a job training program for their expressed vocational interest and skills needs;
  - Selected and agreed to enroll in training directly linked to a job that allows them to attain a self-sufficiency wage in a high demand, high wage, and high skill occupation;
  - The skills/qualifications to successfully complete the training and obtain a job;
  - Been determined to be a dislocated worker, or an adult as defined by Workforce Investment Board and WIA regulations; and
  - Determine that there is no other grant assistance at all or insufficient grants to pay for all of the costs for training delivered through an Eligible Training Provider.

## **7. Training Services Provision**

- a. Develop and provide on-site access to Training Services to eligible customers. Work with employers, the WIB, and the administrative entity to develop and/or identify appropriate and high-quality training for priority industrial sector occupations.
- b. Carry out the policies of the Workforce Policy Board regarding training.
- c. Use Jurisdiction and State-approved training vendors and WIB-approved Individual Training Accounts (ITAs) to provide customers with suitable vocational and occupational skills training options. Refer all customers referred to training paid for with WIA funds to vendors on the eligible provider's list, unless offered on-the-job training or customized training.
- d. Provide access to the following Training Services:

- On the Job Training -- Training by an employer that is provided to a paid participant while engaged in productive work that:
  - (a) Provides knowledge or skills essential to the full and adequate performance of the job;
  - (b) Provides reimbursement to the employer up to 50% of the wage rate of the participant, for extraordinary costs of providing the training, and additional supervision related to the training; and
  - (c) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, prior work experience of the participant, and the service strategy of the participant.
- Customized Training – Training that is designed to meet the special requirements of an employer or a group of employers; conducted with employer commitment to employ, or in the case of incumbent workers, continue to employ an individual upon successful completion of training; for which the employer pays not less than 50% of the cost of the training; and
- Occupational Skills Training – training by eligible training providers and supported all or in part by an Individual Training Account.

## **8. Training Administration**

- a. Work with the Administrative Entity to ensure the efficient use of training dollars. The goal is to help the largest number of customers become enrolled and succeed in training and ultimately secure sustainable employment consistent with WIB policy.
- b. Develop policies and procedures/forms for the different types of training.
- c. Establish and/or maintain working relationships with local training vendors to provide customers with suitable vocational and occupational skills training options. Meet at least quarterly with vendors to obtain feedback on ITA process for purposes of improving the process.
- d. Monitor the progress of WIA customers enrolled in training through contacts with training customers and training vendors. Document progress of WIA training customers on an ongoing basis.

- e. Obtain copies of credentials and training certificates customers receive as documentation of completion of training services.
- f. Work with the WIB to collect information on the effectiveness of training programs, including but not limited to:
  - Number of adults and dislocated workers enrolling and completing each program.
  - Percent of trainees obtaining and retaining employment for six months
  - Rating of programs by industrial groups
  - Percent receiving credentials
  - Customer service satisfaction surveys of trainees
  - Customer satisfaction of employers hiring trainees
- g. Focus resources and customers on the industries and skills in which employers offer high demand, high skill, and high wage jobs for customers successfully graduating from the training program. Follow WIB direction in giving priority to identified industrial sectors.

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

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

## **10. Tracking WIA customers and reporting on progress and outcomes**

- a. Complete required WIA customer paperwork and enter customer information into SCOTI on same day as customer visit.



- b. Participate fully in training on WIA data management, eligibility determination, and accurate and timely data entry.
- c. Establish procedures for accurate completion and review of WIA paperwork and timely entry of data into SCOTI. This includes:
  - customer applications;
  - documentation of eligibility for core, intensive and training services;
  - documentation ending “activity” or level of service;
  - employment verifications;
  - documentation exiting customers; and
  - documentation of customer follow up.
- d. Accurately determine eligibility and suitability for each level of WIA services for WIA program participants.
- e. Manage the timely documentation of progress and outcomes related to state performance standards and contract performance standards.
- f. Establish procedures for timely exiting of customers, following WIA regulations, best practice and local policy.

## **11. Performance Standards**

- a. Meet state and federal performance standards.
- b. Meet local standards as negotiated.

## **12. Maintenance of case records**

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

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

### 1.3 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.

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 are 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.

#### **Subrecipient Monitoring:**

Subrecipients will be monitored according to **Attachment I** (Subrecipient Monitoring Checklist).

## 2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial fonts when possible. Each Proposal section title must correspond to the following

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

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

## **2.1 Cover Sheet**

Each Provider must complete the Cover Sheet, **Attachment A**, and include such in its proposal. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer of the Provider and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

The Cover Sheet must also include the total proposed WIA Funds requested for Initial Contract Year 2011 and 2012 and renewal option years 2013 and 2014. These Rate(s) must be supported by the Budget.

## **2.2 Service and Business Deliverables**

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

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

## **2.2.1 Program Components**

**Providers are required to respond to the following for all proposals submitted:**

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

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

- a. Describe how you will assure that One-Stop services are accessible to job seekers, including those in neighborhoods with high unemployment, and employers in the City of Cincinnati and Hamilton County in a cost-effective manner. Include location and scope of any proposed satellites and other venues for customer access and adaptations for handicapped customers.
- b. Describe the physical arrangement of staff and services, including space for One-Stop partners, meetings and any other contract Providers.
- c. What are your planned hours of operation, including off-hours availability?
- d. Describe how you will equip, stock, and staff a resource room that meets RFP specifications. Include the technology to be available in the resource room.

#### **2. One-Stop Operation.**

- a Describe how you will take the leadership with One-Stop Partners on operational issues and in (a) developing an integrated menu of services for core customers and employers and (b) implementing agreements

among the partners.

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

### **3. Marketing**

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

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

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

## **5. Services to Employers**

- a. Describe what strategic approaches you will use with limited funds to support regional economic development and employers with high staffing needs, self-sufficient wages, and jobs requiring skilled workers.
- b. Describe how you will strategically recruit employers consistent with the goals of the RFP and WIB policy, including its Business Plan.
- c. Estimate the number of employers to be served in the first twelve (12) months.
- d. Estimate the number of job orders the Center will solicit in the first twelve (12) months.
- e. Describe how you will gather and analyze information about ongoing and emerging needs of regional employers.
- f. Describe the services you plan to provide to area employers, including those listed in this RFP.
- g. Describe how the Center will be structured and staffed to respond efficiently and effectively to area employers, including a description of proposed customer flow.
- h. Describe how you will track and document, for each employer, services planned and provided, outcomes of the services, and customer satisfaction.
- i. Describe how you will collect information required in reports and assure reports are completed timely.

## **6. Performance**

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

## **7. Timetable**

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

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

### **1. Program Operation**

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

### **2. Outreach and Recruitment:**

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

### **3. Rapid response.**

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

### **4. Customer flow:**

Describe how WIA services will be staffed and customers will flow through the core, intensive, and training services, assistance with employment, and follow up. Describe how you will provide orientation to WIA services, including any planned adaptations for targeted populations, and appropriate

gate-keeping to enrolling in each level of service.

**5. Assisted Core Services:**

Describe how each required service will be provided.

**6. Assessment:**

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

**7. Individual Employment Plan**

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

**8. Workshops**

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

**9. Assisting Customers**

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

**10. Post – Exit**

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

**11. Identify Customers**

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

**12. Customer Training**

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

**13. Customized Training**



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

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

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

**15. Training Funds**

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

**16. WIA Training**

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

**17. Case Management**

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

**18. Tracking Customers**

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

**19. Performance.**

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

**20. Time Table**

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

**2.2.2 System and Fiscal Administration Components**

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

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

- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Bidder must note that as a contract requirement the following conditions must be met:

During the Agreement and for such additional time as may be required, Provider shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample contract, for coverage at not less than the prescribed minimum limits covering Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

### **Certificates of Insurance**

Prior to the effective date of the contract, Provider shall give the County the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager**

**Room 607**  
**138 East Court Street**  
**Cincinnati, OH 45202**  
**Facsimile: 513-946-4330**

- G. Job Descriptions - For all positions in the program budget.
- H. 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.
- I. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- J. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

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

## 2.3 Budgets and Cost Considerations

A. Area 13 anticipates services will begin no later than July 1, 2011 and run through June 30, 2013. The contract payment structure will be one hundred per cent (100%) cost reimbursement with additional funds, up to ten percent (10%) of the negotiated budget, available for earning profit or incentives based on meeting negotiated performance standards. Performance standards may include but are not limited to the following measures:

- Proportion of total funding devoted to ITA's;
- Proportion of available funding spent;
- Effectiveness relative to state performance standards; and
- Effectiveness in serving local priority populations.

The cost reimbursement agreement reimburses the Providers for actual costs, such as staff salaries, supplies, space, etc. Provider must submit four (4) budgets and budget narratives, one for the initial term of 2011, one (1) for the initial term of 2012 and one (1) for each projected optional renewal years (Contract Years 2013 and 2014) that Provider understands will be used to compensate Provider for services provided. Budgets and *Cost Reimbursement* must be submitted in the form provided as **Attachment C**.

Maximum funds should be dedicated to Individual Training Accounts (ITA), Supportive Services, and other direct, tangible benefits to consumers. Costs associated with occupancy, staffing, profit, management indirect, subcontracts, and other overhead costs should be minimized except to the extent that they are clearly and explicitly required to meet minimum WIA service mandates.

All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of all Four (4) budgets in the proposal and also submit all four (4) budgets electronically in Excel format to the contact person identified in Section 3.2 HCJFS Contact Person. If Provider is unable to submit an electronic copy of the budget, Provider shall include a statement in the budget narrative explaining the reason.

**NOTE: The electronic copy of the budget and Provider's proposals must be received by the due date specified in the RFP. The electronic copy of the budget must be submitted in an unlocked Excel format and must match the hardcopy budget submitted in the proposal.**

*For renewal year, any increases in Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Rate of the prior term. HCJFS does not guarantee that the Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Rate increase.*

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
1. *Case management;*
  2. *Transportation; and*
  3. *Other direct services (e.g. insurance, respite care), administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate" /"Cost Reimbursement).*

All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

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

- C. Provider must list on budget format a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal and budget line items.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program costs include:

1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;

- 20.any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- 21.advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- 22.cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- 23.major losses incurred through the lack of available insurance coverage; and
- 24.cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

## **2.4 Customer References**

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

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

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

## **2.5 Personnel Qualifications**

For key clinical and business personnel who will be working with the program, please submit resumes with the following:

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

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

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. **It is the proposing agency's responsibility to redact all personal information from resumes.** Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

## **2.6 Terrorist Declaration**

In accordance with ORC 2909.32(A)(2)(b), Provider is to provide a completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, **Attachment F**. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

## **2.7 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Provider will include a **notarized** Declaration of Property Tax Delinquency form, **Attachment E**, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized



form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

### **3.0 PROPOSAL GUIDELINES**

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

#### **3.1 Program Schedule**

ACTION ITEM	DELIVERY DATE
RFP Issued	September 14, 2010
RFP Conference 222 E. Central Parkway Cincinnati, OH 45202 6 <sup>th</sup> Floor Conference Room 6SE201 10:00 a.m. – 12:00 p.m.	September 23, 2010
Deadline for Receiving Final RFP Questions	September 24, 2010
Deadline for Issuing Final RFP Answers	September 28, 2010
Deadline for Proposals Received by HCJFS Contact Person	November 3, 2010 On or before 11:00 a.m.
Deadline for Registering for the RFP Process	October 20, 2010 On or before 4:00 p.m.
Oral Presentation/Site Visits – if needed	November 9, 2010
Anticipated Proposal Review Completed	November 15, 2010
Anticipated Start Date	July 1, 2011

### 3.2 HCJFS Contact Person

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

**Designated Staff , Contract Services**  
Hamilton County Department of Job and Family Services  
222 East Central Parkway, 3rd floor  
Cincinnati, Ohio 45202  
HCJFS\_RFP\_ communications @jfs.hamilton-co.org  
Fax: (513) 946-2384

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS October 20, 2010, BY 4:00 p.m. - .**

All interested Providers must complete Registration Form (see **Attachment G**) and fax or e-mail the HCJFS Contact Person to register, leaving their name, company name, email

address, fax number and phone number. The HCJFS Contact Person's fax number is (513) 946-2384, and their e-mail address is HCJFS\_RFP\_COMMUNICATIONS@jfs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place **at the *Hamilton County Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio, 45202, 6<sup>th</sup> Floor, Room 6SE201, on September 23, 2010, 10:00 a.m. – 12:00 p.m.***

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP's Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **September 24, 2010**. The final responses will be faxed or e-mailed on **September 28, 2010** by 4:00 p.m.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

### **3.5 Prohibited Contacts**

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated

with this program during the RFP process. If the Provider attempts any unauthorized communication, HCJFS will reject the Provider's proposal.

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

- A. Public officials; including but not limited to the Hamilton County Commissioners;  
and
- B. Any HCJFS employees, except for the HCJFS Contact Person.

Examples of unauthorized communications are:

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

### **3.6 Provider Disclosures**

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

### **3.7 Provider Examination of the RFP**

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.**

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **September 24, 2010** by **4:00 p.m.** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP no later than **September 30, 2010** by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS

Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

### **3.9 Availability of Funds**

Area 13 will determine contract funding amounts based on Area 13's funding allocation under Title I of the WIA. Funding is contingent on availability.

Based on recent funding levels, it is likely that approximately \$3.0 million in title I funds will be available annually through the life of this contract. An additional approximate \$250,000 is currently contributed yearly by partners on site at the One-Stop for One-Stop operation. WIA reauthorization, or any change in state, local, or federal funding priorities will change these figures. Any selected Provider should anticipate regular incremental and dramatic funding changes. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Provider at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.

## 4.0 Submission of Proposal

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

### 4.1 Preparation of Proposal

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

### 4.2 Cost of Developing Proposal

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

### 4.3 False or Misleading Statements

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

### 4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00a.m. EST on November 3, 2010**. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

## **4.5 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

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

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

## **4.6 Evaluation and Award of Agreement**

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

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

A preliminary review of all proposals submitted by **11:00 a.m. on November 3, 2010** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

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

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

- A. Timely Submission – The proposal and electronic copy of budget is received at the address designated in Section 3.2 no later than **11:00 a.m. on November 3, 2010** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;



- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4;
- G. Personnel Qualifications, Section 2.5; and
- H. Terrorist Declaration, Section 2.6.

## **Stage 2. Evaluation Committee Review**

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

Does Not Meet Requirement	A particular RFP requirement was not addressed in the provider's proposal.
Partially Meets Requirement	Provider proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt fails below acceptable level.
Meets Requirement	Provider's fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

## **Stage 3 Other Materials**

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

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;

- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.

#### **Stage 4      Evaluation**

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 40% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 40% of the total evaluation score.

#### **4.7      Proposal Selection**

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using **Attachment B**, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

#### **4.8 Post-Proposal Meeting**

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

#### **4.9 Public Records**

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

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

HCJFS reserves the right to complete the Provider Certification process for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract.

The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR**

**Operating The One-Stop and Providing Workforce Development Services  
To Adults and Dislocated Workers Under the Workforce Investment Act  
Bid No: RFP MB0410R**

Name of Provider serving as Fiscal Agent: \_\_\_\_\_

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

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

Authorized Representative: \_\_\_\_\_

*(Please Print or type)*

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

Authorized Representative Signature: \_\_\_\_\_

Partner Names and Addresses: \_\_\_\_\_

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

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

*(Please Print)*

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

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

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

Amount of WIA funds requested for Initial Term of 1 <sup>st</sup> 12 Months 7/1/11 – 6/30/12	Amount of WIA funds requested for Initial Term of 2 <sup>nd</sup> 12 Months 7/1/12 – 6/30/13	Amount of WIA funds requested for 1 <sup>st</sup> Renewal Term of 12 Months 7/1/13 – 6/30/14	Amount of WIA funds requested for 2 <sup>nd</sup> Renewal Term of 12 Months 7/1/14 – 6/30/15
\$ _____	\$ _____	\$ _____	\$ _____

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

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Financial Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Proposal Submission Checklist**  
**For**  
**Operating The One-Stop and Providing Workforce Development Services**  
**To Adults and Dislocated Workers Under the Workforce Investment Act**  
**Bid No: RFP MB0410R**

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

- \_\_\_\_\_ A) Registered for RFP Process on or before October 20, 2010 by 4:00 p.m.
- \_\_\_\_\_ B) Proposal is to be submitted by 11:00 a.m. on November 3, 2010
- \_\_\_\_\_ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- \_\_\_\_\_ D) Responses to Program Components, Section 2.2.1 are included
- \_\_\_\_\_ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- \_\_\_\_\_ F) Budget completed correctly, Section 2.3 (hard copy included with proposals)
- \_\_\_\_\_ G) Soft copy of the budget sent to the Contact Person on or before due date of proposals (November 3, 2010). Electronic copy completed in Excel format, Section 2.3
- \_\_\_\_\_ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term. Section 2.3
- \_\_\_\_\_ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- \_\_\_\_\_ J) Personnel Qualifications and Resumes are included, Section 2.5

**ATTACHMENT B**  
**HAMILTON COUNTY DEPARTMENT OF JOB**  
**AND FAMILY SERVICES**  
**PURCHASE OF SERVICE CONTRACT**  
**ON BEHALF OF THE AREA #13**

Contract # \_\_\_\_\_

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners of Hamilton County, Ohio, on behalf of the Area #13 comprised of Hamilton County and the City of Cincinnati, as their interests shall appear, (hereinafter "Area 13") through the Hamilton County Department of Job & Family Services, who has been designated as the Administrative Entity and Fiscal Agent (hereinafter "HCJFS") and \_\_\_\_\_ (hereinafter "Provider" or "") with an office at \_\_\_\_\_ whose telephone number is \_\_\_\_\_, for the purchase of **services to operate and manage the One Stop and to provide Workforce Development services to Adults and Dislocated Workers under the Workforce Investment Act (WIA).**

**1. DEFINITIONS**

In addition to the definitions contained elsewhere in this Contract, the following terms shall have the following meanings:

Administrative Entity – Administers the Workforce Investment Act in a Workforce Development Area or region. Responsibilities include implementing policies and procedures as defined by the Workforce Investment Board (WIB), developing operating systems and procedures, oversight and monitoring of programmatic activities, procurement and purchasing, establishing systems for inventory and property management and coordination of any resolution findings from audits, reviews, and investigations. In Hamilton County/City of Cincinnati region (Area 13) HCJFS serves as the Administrative Entity.

Adult Services – WIA services for persons 18 and over who meet eligibility requirements as defined by WIA regulations and guidance as well as local WIB policy. Notwithstanding the above, if there is a conflict between WIB policy and WIA regulations and guidance, WIA the WIA regulations and guidance shall control.

Adults – Persons 18 and over who meet eligibility requirements for WIA services (staff assisted core, intensive, and training) as defined by WIA regulations and guidance as well as local WIB policy. Notwithstanding the above, if there is a conflict between WIB policy and WIA regulations and guidance, WIA the WIA regulations and guidance shall control.

Area 13 – The WIA workforce development area comprising Hamilton County and the City of Cincinnati.

Assisted Core Services – services that include the following: i) staff assisted job search and placement assistance, including career counseling; ii) follow-up services, including counseling regarding the workplace; iii) staff assisted job referrals (such as testing and background checks); iv) staff assisted job development (working with employer and jobseeker); v) staff assisted workshops and job clubs; and vi) other services as defined by the local workforce investment area.

Business Plan – The strategic plan for Area 13 prepared by the WIB.

Career Advancement Accounts - training accounts targeted to Dislocated Workers (both employed and unemployed) and workers who are at imminent risk of losing their jobs (layoff aversion).

Contract – This Contract and all exhibits which are attached to this Contract or specifically incorporated herein, including but not limited to the Request for Proposals and the Proposal.

Core Customer – Customer who registers at the One Stop Center for Core Services.

Core Services – Employment services available to all job seekers registering at the One Stop Center. Services include but are not limited to: intake, assessment, orientation to the information and other services available, a Resource Room for self-directed job search, and workshops.

Cost Allocation Plan – Plan for distributing costs appropriately across cost pools.

Credentials – Under WIA, three (3) federal/state performance measures pertain to the proportion of older youth (19-21), Adults, and Dislocated Workers who exit from services receive a credential by the third quarter after exit. Credentials include nationally recognized degree or certificate or State/locally recognized credentials, such as high school diplomas, GED or recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

Customer – Anyone who uses One-Stop or WIA services, including but not limited to Youth, Adults, Dislocated Workers, and Employers pursuant to this Contract.

Customized Training – Training designed to meet the special requirements of an employer (including a group of employers); that is conducted with a commitment by the employer to employ (or continue employing) an individual upon successful completion of the training; and for which the employer pays for not less than fifty percent (50%) of the cost of the training.

Dislocated Worker – An individual who has been terminated or laid off, or who has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at a plant, facility, or enterprise, or is unlikely to return to the previous industry or occupation.



Eligible Training Provider – A vendor of occupational skills training that has been approved by the WIB to receive reimbursement through WIA Individual Training Accounts. Such vendors are listed on an ODJFS Eligible Training Provider list.

Ex-offender - an offender who, after involvement with the criminal justice system, is transitioning to life in the community. According to the WIA, an offender is an adult or juvenile who is one of the following a) has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or b) requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Gold Standard Level – state certification reflecting benchmark of One-Stop system management. This certification is reflective of standards established by the United States Department of Labor in Guidance Letter 13-07.

Fee – Incentive payment that Provider is able to earn upon meeting certain performance measures specified in the Contract.

Fiscal Agent – Manages funds received for workforce development under WIA and related federal or state workforce development legislation. HCJFS is the Fiscal Agent for Area 13. Responsibilities of the Fiscal Agent include receipt and disbursement of WIA grant funds; establishing a system that controls budget, cash draws, transfers, program income and stand-in costs; reporting of income and expenses; financial monitoring and auditing, and reporting in accordance with federal and state requirements.

Incumbent Worker Funds - a grant-based economic development effort that seeks to provide financial support to businesses for employee training, to increase employees' occupational skills, while simultaneously, positioning local businesses to compete in the global marketplace and grow Ohio's economy.

Incumbent Worker Training – training for employees already employed. It's used to upgrade skills of employees.

Individual Employment Plan (IEP) – A written plan for individual One Stop job seekers for achieving self-sufficient employment and career advancement. The IEP is based on assessment of the Customer's work history, skills, interest, and income needs, as well as information about the labor market and careers.

Individual Training Accounts (ITAs) – The formal name for vouchers authorized by the Workforce Investment Act (WIA) of 1998 and available to eligible WIA Customers to purchase occupational skills training from Eligible Training Providers.

Intensive Services – Services provided to Adult and Dislocated Workers who are unemployed and are unable to obtain employment through Core Services. Services may include but not limited to comprehensive and specialized assessments of skill levels and service needs including diagnostic testing, in-depth interviewing, identification of employment barriers and appropriate employment goals, full development of an Individual Employment Plan (IEP),

group counseling, individual counseling and career planning, short-term vocation services and case management.

MIS Reports – Reports tailored to individual providers’ needs in providing adequate case management and data entry into SCOTI. All MIS Reports will be set forth on Exhibit VI to this Contract. Changes to Exhibit VI will be sent to Provider and considered incorporated into this Contract without the need for a formal amendment to this Contract.

Memorandum of Understanding – An agreement among the One Stop Partners that describes the common One Stop System, the cross referral process, a resource and cost sharing agreement, and other terms and conditions required by WIA and the State of Ohio. This agreement contains a provision committing the One Stop Partners to work cooperatively to achieve goals of WIA and the local WIB endorsed strategic plans.

National Emergency Grant Training - Under WIA, a federal grant to provide emergency employment and training assistance to workers affected by major economic dislocations, such as plant closures, mass layoffs, or closures and realignments of military installations. NEG projects will be subject to the common measures for employment and training programs.

ODJFS – Ohio Department of Job and Family Services.

Occupational Training – Training provided for WIA enrolled Customers that is a structured course of learning or set of such courses leading to the acquisition of a certificate, license, diploma, degree, journeyman’s card, or other credential that could result in employment.

Offender – Any adult who (i) is or has been subject to any stage of the criminal justice process and (ii) requires assistance in overcoming barriers to employment resulting from a conviction.

One Stop Operator – The entity responsible for both for providing services directly to area businesses and the Core Customer, as well as coordinating with and managing the provision of services provided through the One Stop System. For this Contract the One Stop Operator is Provider.

One Stop Partners – Includes the state and federally funded workforce development programs listed below which are required by WIA to work with the One Stop Operator. Other community agencies may also become partners at the One Stop.

- HCJFS – WIA title I federal workforce investment programs;
- HCJFS – TANF services;
- Cincinnati Public Schools and Great Oaks – Adult Basic Literacy Education (ABLE programs);

- Ohio Rehabilitation Services Commission (ORSC) – WIA title IV services: vocational rehabilitation services and employment assistance to eligible individuals with disabilities;
- Ohio Department of Job and Family Services (ODJFS) – Wagner-Peyser program activities, Unemployment Insurance, Trade Adjustment Assistance, Reemployment Services and Veterans’ Employment and Training Programs, and TANF;
- Cincinnati-Hamilton County Community Action Agency (CAA) – services for the economically disadvantaged under the Community Services Block Grant;
- Mature Services – Senior Community Employment Program;
- Cincinnati Metropolitan Housing Authority (CMHA) – employment services for public housing residents; and
- Job Corps

One Stop Center(s) – The location of employment services authorized under WIA, including One Stop Partner services.

One Stop System – The network of facilities and organizations that will provide those services identified in the WIA to Employers, Core Customers and specifically targeted populations within Area 13.

On-the-Job Training – Training by an employer provided to a participant while engaged in productive work that (i) provides knowledge or skills essential to performance of the job; and (ii) provides reimbursement to the employer of fifty percent (50%) of the wage rate of the participant, for extraordinary costs of providing the training and supervision. On-the-Job Training is expected to be limited in duration.

Rapid Response – A strategy designed to respond to layoffs and plant closings by quickly coordinating services and providing immediate aid to affected companies and their workers. Rapid Response is a responsibility of One Stop Centers.

SCOTI (Sharing Career Opportunities and Training Information) - ODJFS’ computer based management information system for WIA data. It manages and reports the level and type of activity for Customers enrolled in WIA and reports on Area 13 performance on federal standards as well as Customer outcomes.

SCOTI-LE – (Sharing Career Opportunities and Training Information– Labor Exchange) - An Internet based job-matching application operated by ODJFS that employers and job seekers can access to post job openings and to search for work anywhere in Ohio. All job-seekers at the One Stop Center register in SCOTI-LE.

Staff Assisted Core Services – First level of services for Customers enrolling in WIA services. Services include, but are not limited to, staff assisted job search and placement assistance, including career counseling and assessments; job referrals, testing and background checks; skill building; and employability workshops and job clubs.

Supportive Services – Services or items Customers need in order to overcome impediments to acquiring and retaining employment and/or attending training. Include linkages to community services, assistance with transportation and childcare, referrals to medical and housing services, and other supports to enable an individual to participate in activities authorized under WIA as well as assistance with appropriate work attire and tools. Provider will follow the WIB's Supportive Services Policy in expenditure of funds budgeted for Supportive Services.

Training Services (WIA) – Services provided to Adults and Dislocated workers that meet eligibility requirements and who are unable to gain or retain employment through Intensive Services. Services may include but are not limited to occupational skills training, including training for nontraditional employment, On-the-Job Training, and customized training.

Universal Customer - a Customer who comes to the One-stop seeking to use any of the non-staff assisted services.

Universal Employment - (an) employment obtained by a Universal Customer.

WARN – (Worker Adjustment Retraining Notification) An act that provides protection to workers, their families, and communities by requiring employers to send notification sixty (60) calendar days in advance of plant closings and mass layoffs.

WIA Customer – Customers seeking jobs or advancement who require WIA funded services beyond self-service core services to gain self-sufficient jobs. Includes eligible Adults and Dislocated Workers who receive Assisted Core Services, Intensive Services, and Occupational Training.

WIA Services – Employment services that offer greater assistance to gain a self-sufficient job than available through self-service core services. These services are available to Dislocated Workers and other eligible Adults. These services include staff Assisted Core Services, Intensive Services, and Occupational Training.

Workforce Development Month – A month of the year in which the goal is to celebrate the successes of the workforce development system and highlight the role of the One-Stop system in building the economic health of Ohio's communities. It is anticipated that month will be September.

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

Workforce Investment Board (WIB) – (Southwest Ohio Regional Workforce Investment Board) – A conventional board established by the Workforce Investment Act and comprised of business, labor, educational, social service representatives and elected officials. The Workforce Investment Board provides strategic policy advice and direction concerning the delivery of workforce development services under WIA.

## 2. **TERM**

The Contract term shall commence on **July 1, 2011** and shall expire on **June 30, 2013** (the “Initial Term”) unless otherwise terminated or extended by formal agreement.

The total amount of the Contract can not exceed \$\_\_\_\_\_ over the life of this Contract.

Provider will be compensated in an amount not to exceed the following during the Initial Term:

July 1, 2011 through June 30, 2012:

July 1, 2012 through June 30, 2013:

In addition to the Initial Term set forth above, this Contract may be renewed, at the option of the Area 13 for two (2) additional, one (1) year terms (the “Renewal Terms”) at the prices set forth in Exhibit III (Proposal for Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers – RFP MB0410R). Area 13 will give the Provider written notice at least ninety (90) day prior to the expiration of the term then in effect of its intention to renew.

All parties to this Contract anticipate that additional or supplemental funding may be provided to assist with certain additional and supplemental programs to be performed by Provider. The availability and amount of such funding if any, is unknown, at this time. Additional or supplementary grants may include, but are not limited to **VR2, VSTP, NEG, Governor’s discretionary awards, Incumbent Worker, Rapid Response, Dislocated Worker Outreach funding, Technical Assistance grants, Disability Program Navigator, Ohio Learning Account Allocation, One Stop Enhancement Grant, ARRA funds and dollars to emphasize services during Workforce Development Month (September) and other grant funds not known at the time of the contract signing.** Provider agrees to accept such funds and to operate such programs in furtherance of the goals and performance objectives of the One Stop Center and services to Adults and Dislocated Workers under WIA. Provider further agrees to comply with the specific requirements of the

above described funding in terms of spending limitations, periods of service, target populations, eligibility, and performance outcomes.

Provider further agrees to work cooperatively to provide appropriate technical assistance and training and to make such modifications in its staff assignments, staffing plans, loading plans, cost allocations, budgeting, invoicing, reporting, and record retention practices and procedures, all as may be reasonably required to make effective and efficient use of any additional or supplemental funds.

### **3. SCOPE OF SERVICE**

#### **A. EXHIBITS**

Subject to terms and conditions set forth in this Contract and the following attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the operation of the One-Stop Center and provide Workforce Development Services to Adults and Dislocated Workers under WIA as described in Exhibit I-A (Statement of Work); Exhibit II (Request for Proposals for Operating the One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers); Exhibit III ( Proposal for Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers – RFP MB0410R); and Exhibit IV (Provider’s Budget):

1. Exhibit I -A – Statement of Work;
2. Exhibit II – The Request for Proposal;
3. Exhibit III - Proposal for Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers – RFP MB0410R;
4. Exhibit IV – Provider’s Budget;
5. Exhibit V – WIA Adult and Dislocated Worker Monthly Expenditure Report; and
6. Exhibit VI – MIS Reports
7. Exhibit VII – Budget and Change Request Form
8. [Exhibit VIII – Release of Information](#)

The parties agree that notwithstanding anything set forth above, the following statement on the front of Exhibit III - Proposal for Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers – RFP MB0410R shall not be a part of the Contract:

B.

## ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through V as defined in 3.A. EXHIBITS above. This Contract and all exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit I-A – Statement of Work;
2. Exhibit II – Request for Proposals for Operating the One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers;
3. Exhibit III – Proposal for Operating The One-Stop and Providing Workforce Development Services to Adults and Dislocated Workers – RFP 07-015; and
4. Exhibit IV – Provider’s Budget.

## C. PROVIDER RESPONSIBILITY/REPORTING

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

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

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

Provider must report financial, participant, and performance data in accordance with instructions supplied by Area 13. Financial reports must include any income or profits earned, including such income or profits earned by sub-recipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations. Reports shall include, at a minimum:

- a. Monthly narrative and statistical reports in a form satisfactory to HCJFS.
- b. Monthly expenditures/invoices which must include any income or profits earned, including such income or profits earned by sub-contractors, and any costs incurred (such as stand-in costs) that are otherwise allowable.

Reporting expenditures and program income, including any profits earned, must be on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through an analysis of the documentation on hand.

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

Work with the WIB consistent with the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed by and between the Board of County Commissioners, Hamilton County, Ohio and the City of Cincinnati effective July 1, 2004.

#### C. EFFECT OF ALLOCATION LETTERS

The parties agree an allocation letter issued by ODJFS which involves solely additional funding for services which are contemplated by the Statement of Work (Exhibit I-A) will be incorporated into the Contract without the need for a formal amendment so long as the "Budget and Funding Change Request" form (Exhibit VII) allocation letter is signed and dated by the parties and a revised budget is submitted to HCJFS which includes any new allocation. The determination of whether services are contemplated by the Statement of Work (Exhibit I-A) is solely that of HCJFS, as the Administrative Agent.



#### **4. MONITORING AND CONTRACT ADMINISTRATION**

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

##### **A. Monitoring**

1. Determination of Provider compliance with federal and state laws, rules and regulations, including but not limited to those related to WIA;
2. Determination of Provider's compliance with all duties and obligations provided for herein;
3. Evaluation and verification of Provider's performance, including the measurement of the quality and effectiveness of the One Stop Center(s) and WIA services operations in achieving outcomes and performance standards specified herein.
4. Evaluation and verification of Provider's performance in relation to federal and state requirements and state monitoring guidelines;
5. Identification of strengths and weaknesses in the design and implementation of the services provided for herein, together with recommendations for improving performance, altering program direction and investment of resources;
6. Determination that Provider expenses are within the proper cost categories and within cost limitations specified in the WIA and by Area 13; and
7. Identification of areas where technical assistance to the Provider is necessary and appropriate.

##### **B. Contract Administration**

1. No later than one (1) month after the Contract is executed, Provider, representatives of HCJFS and the WIB will meet to perform the following tasks:
  - a. Introduce HCJFS and Provider staff to each other and delineate their roles and responsibilities. Review Table of Organization and identify points of contact;
  - b. Set dates for regular Contract administration meetings;
  - c. Review Contract terms and conditions, including expectations for performance and invoicing;

- d. Review Statement of Work (Exhibit I-A);
  - e. Discuss coordination of services with One Stop Partners and with other community partners;
  - f. Review reporting requirements including but not limited to content, forms, date dues, method of transmittal;
  - g. Establish case record content expectations;
  - h. Review quality assurance expectations, including procedures for collecting customer satisfaction information and staff training;
  - i. Discuss the performance monitoring philosophy, methodology, and schedule;
  - j. Set date for training on WIA reports, documents, etc.; and
  - k. Identify and resolve problems prior to monitoring to determine if technical assistance is needed.
2. HCJFS will perform desk reviews of Provider. Provider agrees to cooperate with and provide any requested information, upon request to HCJFS, in relation to such desk reviews. Desk reviews will include, but are not limited to, the analysis, evaluation and approval of the items contained within the following review activities:
- a. HCJFS will review completed Customer eligibility and registration forms to determine if Provider has provided all required data elements, appropriately applied eligibility criteria, completed and submitted paperwork in a timely manner, and entered data into SCOTI (or any subsequent state mandated system);
  - b. HCJFS will review Provider documents and all information relating to the use of WIA funding streams and other funding sources;
  - c. HCJFS will review Provider's WIA case records and corresponding SCOTI (or any subsequent state mandated system) data for accuracy and completeness, including follow-up forms and information;
  - d. HCJFS will review Customers' status which includes but is not limited to the last date of service as indicated by SCOTI (or any subsequent state mandated system) to ascertain if Customers are being appropriately followed up on and exited from any WIA programs;

- e. HCJFS will review SCOTI (or any subsequent state mandated system) management reports on Customers and monthly reports to determine progress on WIA or contract performance standards;
  - f. HCJFS will review monthly reports on activities and progress in carrying out the Statement of Work (Exhibit I-A);
  - g. HCJFS will review invoices and back-up documentation;
  - h. To the extent, Provider is required to comply with the terms and conditions of any corrective action plan reports and plans;
  - i. HCJFS will review corrective action plans prepared as a result of identified performance problems; and
  - j. Other reports and documentation as may be requested from time to time from Provider by Area 13.
3. HCJFS will conduct a minimum of one (1) monitoring site visit per year for the following purposes:
- a. Review of a sampling of case records, including but not limited to Individual Employment Plans (IEPs), MIS Reports set forth on Exhibit VI, progress notes, referrals, and services provided;
  - b. Review of a sampling of employer records, in order to check for timeliness of response, repeat business, job orders received, other services provided along with customer satisfaction;
  - c. Interviews with Customers in relation to services received, level of satisfaction, and recommendations for improvement;
  - d. Interviews with managers on progress in carrying out the Contract, meeting performance expectations, and need for technical assistance;
  - e. Interviews with One Stop Operator staff to ascertain their understanding of One Stop Center and WIA Services to be provided for herein along with purposes and goals of such services, WIA rules and WIB policies, and their observations about program strengths, weaknesses and areas needing improvement;
  - f. Examination of administrative records, documents, and procedures to ascertain compliance with the Contract as well as state and

federal guidelines. Such examination will include procurement and other financial and accounting transactions;

- g. Review of minutes of meetings with, including but not limited to, staff, One Stop Partners, subcontractors, training providers, and employers;
  - h. Review of services being rendered, including but not limited to, curricula, meetings and staff training as well as other aspects of compliance with the terms and conditions of the Contract; and
  - i. Fiscal audits.
4. Provider and HCJFS will attend scheduled contract administration meetings to discuss issues, progress in meeting the obligations, duties and performance standards set forth herein.

## **5. SUBRECIPIENT**

Provider is designated as a “subrecipient” as referenced by ODJFS’ rule OAC 5101:9-1-88. As such, Provider will have some of the same restrictions and requirements as the federal, state, and local government/organizations. The auditing standards set forth in Office of Management and Budget Circular A-133.210(b) budgeting protocols, and federal budget/cost guidelines are all applicable to the subrecipient entity. Subrecipients will be monitored according to Office of Management and Budget Circular A-133.400(d)(3) and Office of Management and Budget Circular A-102.40 (a).

Provider agrees that it will pay HCJFS the full amount of any funds which HCJFS is required to repay to any federal or state entity due to Provider’s failure to properly perform its obligations consistent with the terms and conditions of this Contract.

## **6. BILLING AND PAYMENT**

- A. Rate of payment - For services rendered during the term of this Contract, Provider will be reimbursed under a combination of a cost reimbursement and a performance 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.

Notwithstanding anything to the contrary herein, Provider will not be reimbursed for any expense specified as “Miscellaneous Cost” in the Provider’s Budget (Exhibit IV) unless it has obtained advance written approval from HCJFS for the expenditure of such amount.

Provider must submit a Cost Allocation Plan for its operations within Area 13 within ten (10) days of the execution of this Contract. The Cost Allocation Plan will be reviewed periodically by the Provider and HCJFS, to determine if any changes or modifications are necessary. The initial plan, and any proposed changes to it, must be approved by HCJFS.

Provider will effectively manage WIA funding streams allocated for Dislocated Workers and Training Services to assure such funding streams are fully utilized and are not exceeded. Provider will work to maximize funds and other resources from One Stop Partners and other public and private sources to support the services.

Provider agrees to comply with federal and state regulations as well as local WIB policy regarding the charging of fees to employers or other third parties. Provider will submit any plans to charge fees to HCJFS. Any revenue generated under this Contract shall be considered program income. Provider must track program income by funding source and report the income to HCJFS on the monthly billing invoice.

- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

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

1. Under no circumstances will HCJFS, acting as Fiscal Agent for Area 13, make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) 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, there will be no extension of the time limitations.
  2. For accurate invoices which are received timely, HCJFS will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services for have been provided pursuant to the terms and conditions of this Contract.
  3. The monthly Contract program financial report shall be submitted to the HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. **The financial report must include a spreadsheet of budget vs. actual expenses and show a balance each month for each line item.** HCJFS reserves the right to withhold payment until such time as the report is received.
- C. Provider will indicate the purchase order, authorization number and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:

1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
2. bonding costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
12. losses on other contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.

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

F. Payment for Fee – July 1, 2011 through June 30, 2012

Up to 10% of the contract value may be deemed at-risk and tied to quantified performance measures. The presence or absence of at-risk dollars shall be determined in the course of negotiations. The specific measures shall be determined by the SWORWIB in negotiation with any selected vendor and informed by available funding levels.

**HCJFS and Provider may review these standards, as needed, within the limits of available funding.**

**7. ELIGIBILITY FOR SERVICES**

Provider agrees that it is responsible for determining eligibility for WIA Core Services, Intensive Services and Training Services under the Adult and Dislocated Worker allocation in accordance with the WIA rules and regulations.

**8. AVAILABILITY AND RETENTION OF RECORDS**

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

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

## **9. NO ASSURANCES**

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

## **10. NON-EXCLUSIVE**

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

## **11. CONFLICT OF INTEREST**

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

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

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. Provider certifies that by executing this Contract, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to



ethics. Provider further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.

## **12. ASSIGNMENT AND SUBCONTRACTING**

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

1.

2.

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

## **13. GOVERNING LAW**

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

## 14. INTEGRATION AND MODIFICATION

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

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

## 15. 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.

## 16. TERMINATION

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

Provider, upon receipt of notice of termination, agrees that it will cease work on the activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusion resulting therefrom and such other matters as HCJFS may require.

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

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

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

## **17. COMPLIANCE**

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

## **18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

- A. In carrying out this Contract, Provider and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Provider agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Provider will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.
- B. Provider agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Provider will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political

affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Provider.

- C. Provider will incorporate the foregoing requirements of this Paragraph in all of its subcontracts.
- D. Provider agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

## **19. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder in its performance of this Contract.

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

## **20. PROVIDER SOLICITATION OF HCJFS AND WIB EMPLOYEES**

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

## **21. RELATIONSHIP**

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

## **22. DISCLOSURE**

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

## **23. 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.

## **24. NO ADDITIONAL WAIVER IMPLIED**

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

## **25. CONFIDENTIALITY**

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

## **26. AUDIT RESPONSIBILITY**

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

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current.

Checks held more than sixty (60) days will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

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

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

## **27. WARRANTY**

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

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

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

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

## **28. AVAILABILITY OF FUNDS**

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

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

## **29. FORCE MAJEURE**

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

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

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

## **30. COORDINATION**

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

## **31. 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.

### **32. PUBLIC RECORDS**

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

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

### **33. DRUG-FREE WORKPLACE**

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F (or any other applicable federal or state law, rule or regulation). 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.

### **34. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

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

### **35. 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 WIB President and the HCJFS Communications Director, unless Provider is required to release requested information by law. The WIB President and HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract. Except where the WIB President and HCJFS approvals have been granted in advance, the Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.



If contacted by the media about this Contract, Provider agrees to notify the Area 13 WIB President 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.

### **36. AMENDMENTS**

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

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

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

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

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

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control – follow form primary; and
  - 8. Drop down feature.

The amounts of insurance required in this section General Liability Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- D. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
  - 1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East

Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue; Cincinnati, Ohio 45202 The forms must state the following: “Board of County Commissioners of Hamilton, County, Ohio, Hamilton County Department of Job & Family Services, City of Cincinnati and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”

2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days’ prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202; Risk Manager, City of Cincinnati, 100 Centennial Plaza, Central Avenue; Cincinnati, Ohio 45202
3. Provider shall furnish the Hamilton County Risk Manager ,HCJFS and City of Cincinnati Risk Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the above described entities before the Contract commences. Each entity 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 and the pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with Hamilton County as Administrative Agent for Area 13.
6. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County, HCJFS and City of Cincinnati. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

7. Provider, the County, HCJFS and City of Cincinnati agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
8. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, City of Cincinnati, and their officials, and their respective employees, agents, and volunteers. Any insurance maintained by Hamilton County, HCJFS or City of Cincinnati shall be in excess of Provider's insurance and shall not contribute to it.
9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
10. If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

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

## 39. SCREENING AND SELECTION

### A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Participants. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as **Exhibit VIII**, to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

### B. Bureau of Motor Vehicle Transcript

Any individual transporting Participants shall possess the following qualifications:

1. an annual satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio;
2. an annual satisfactory BMV transcript from the individual's state of residence; and
3. a current and valid driver's license.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Participant if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has five (5) or more points on his/her driver's license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

### C. Verification of Job or Volunteer Application

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

## 40. LOBBYING RESTRICTIONS

- A. Provider affirms that no federal funds paid to Provider by HCJFS through this Contract or any other agreement has been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Provider further certifies compliance with all lobbying restrictions, including Title 13, Section 1352 of the United States Code (USC), 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- B. If this Contract exceeds One Hundred Thousand Dollars (\$100,000.00), Provider affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, if required by federal regulations.
- C. Provider agrees to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. Provider certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

## 41. MAINTENANCE OF SERVICE

Provider certifies the services being reimbursed are not available from the Provider on a non-reimbursable basis. Provider further certifies that Federal funds will not be used to supplant non-federal funds for the same service.

## **42. GRIEVANCE PROCESS**

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

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.

## **43. PROPERTY OF AREA 13**

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

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

## **44. DEBARMENT AND SUSPENSION**

- A. Provider certifies that neither Provider nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR Part 98. Provider also affirms that within three (3) years preceding this agreement neither Provider nor any of its principals:

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

#### **45. DEBT CHECK PROVISION**

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

#### **46. FAITH BASED ORGANIZATIONS**

Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any Customer 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 Customer objects to the religious character of the organization, Provider will immediately refer the individual back to HCJFS for an alternative Provider.



#### **47. CHILD SUPPORT ENFORCEMENT**

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

#### **48. DEFAULT BY PROVIDER**

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in Section 16, Termination, after consultation with the WIB.

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

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

#### **49. HCJFS AND WIB CONTACT INFORMATION**

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 lists of contacts may be updated from time to time without formal amendment.

<b>NAME</b>	<b>PHONE #</b>	<b>DEPARTMENT</b>	<b>RESPONSIBILITY</b>
Maggie Barnett	946-	Contract Services	Contract changes, contract language
Lisa Willwerth	946-	Contract Services	Contract budget, audits
Jody Meyers	946-	Fiscal	billing and payment
Kevin Holt	946-	Workforce Development	scope of service, contract changes
Kevin Holt	946-	Workforce Development	Project Manager
Sherry Kelley Marshall	579-	WIB President	Oversight of the Area #13 system

## **50. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and applicable environmental protection agency regulations. Provider understands that all violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **51. ENERGY POLICY AND CONSERVATION ACT**

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

## **52. CONTRACT CLOSEOUT**

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

### **53. CAMPAIGN CONTRIBUTION DECLARATION**

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts. Provider further warrants Provider shall notify HCJFS within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

Provider further agrees it will complete a notarized Affidavit in Compliance with ORC 3517.13 prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any services rendered during such renewal term until this requirement has been met.

### **54. 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**

Name  
Address

#### **As to Area 13**

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

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

Southwest Ohio Region Workforce Investment Board  
Sherry Kelley Marshall, President  
441 Vine Street  
300 Carew Tower  
Cincinnati Ohio 45202

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

## **55. NON-RESTRICTION**

Provider agrees that in the event this Contract is terminated, whether for convenience or in the case of a Material Breach, Area 13 will not be restricted in any manner from contracting directly with any or all of the Provider's subcontractors. Provider shall not include language in any subcontracts that prohibits or restricts said contractors from working with Area 13, in any capacity.

## **56. DISPUTE RESOLUTION**

Both Area 13 and Provider agree to make every reasonable effort to resolve any dispute. Any dispute may be brought forward by either party to the other in sufficient detail to identify the claim, together with its character and scope (the "Notice of Dispute"). Such Notice of Dispute shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties and shall be forwarded in writing to the following representatives of the parties as follows.

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

### **Step 1**

Representative for Area 13: WIA/Workforce Development Program Manager

Representative for Provider: Center Director

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

## **Step 2**

Representative for Area 13: WIA Project Manager

Representative for Provider: Senior Manager

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

## **Step 3**

Representative for Area 13: Assistant Director, HCJFS and the WIB President

Representative for Provider: Vice President

All representatives shall communicate with each other to readily resolve items in dispute.

Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

## **57. WIA RULES AND REGULATIONS**

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

## **58. QUALIFICATIONS TO CONDUCT BUSINESS**

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

## **59. UNFAIR LABOR PRACTICES**

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

## **60. MISCELLANEOUS PROVISIONS**

- A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- C. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).
- D. If applicable, subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in such section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

## **61. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

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

In accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

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

## **62. WHISTLE BLOWER PROTECTION**

In accordance with ARRA Sec. 1553, Provider agrees to promptly refer to the Department of Labor's Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving the funds paid under this Contract.

## **63. BUY AMERICAN**

In accordance with ARRA Section 1605 – Buy American Requirements, Provider agrees that none of the funds appropriated or otherwise made available under this Contract may be used for a project for the construction, alteration, maintenance, or repair of public building or public works unless all the iron, steel, and manufactured goods used in the project are produced in the United States.

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

### **SIGNATURES**

Hamilton County Department of Job and Family  
Services

Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Recommended By: \_\_\_\_\_  
Workforce Investment Board Officer

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Date

Recommended By: \_\_\_\_\_  
Moira Weir, Director  
Hamilton County Department of Job and Family Services

\_\_\_\_\_  
Date



Approved as to form:

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

Prosecutor's Office  
Hamilton County, Ohio

Date: \_\_\_\_\_

Recommended By: \_\_\_\_\_  
Workforce Investment Board Officer

Date: \_\_\_\_\_

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

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

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

## HCJFS CONTRACT BUDGET INSTRUCTIONS

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program/service being proposed. In order to facilitate the process, HCJFS requests that the attached budget be used.

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person in one of the following ways:

- 1) Fax To: RFP MB0310R, RFP CONTACT PERSON  
  
Fax: (513) 946-2384
- 2) E-mail: [HCJFS\\_RFP\\_COMMUNICATIONS@JFS.HAMILTON-CO.ORG](mailto:HCJFS_RFP_COMMUNICATIONS@JFS.HAMILTON-CO.ORG)
- 3) Mail To: Contract Services  
Hamilton County Department of Job & Family Services  
222 East Central Parkway, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202

**PAGE 1 - SUMMARY PAGE**

Page 1 is the summary page for all information entered on pages 2 through 9. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

As the amounts are entered on pages 2 through 9, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

**Mgmt Indirect Cost**

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Mgmt Indirect costs, allocated to the proposed service(s) should not exceed 15% of the total proposed service(s) cost. After allocating Mgmt Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Mgmt Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed, as well as a picture of your agency's total budget.

**HCJFS CONTRACT BUDGET**

**AGENCY:** (Enter legal name of your agency)

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:** (Enter name of program, e.g. Foster Care)

(Enter Begin Date of Budget) TO (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
<b>TOTAL PROGRAM EXPENSES</b>						

1

**\*\*ESTIMATED TOTAL UNITS OF SERVICE**

**TO BE PROVIDED:**

**\*\*TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE:**

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

**\*\*UNIT= (Define unit - day, hour, trip, etc...)**

**\*\*If the proposed service is Cost Reimbursement, do not complete.**

<b>TOTAL REVENUE*</b>						
-----------------------	--	--	--	--	--	--

\*As the amounts for revenue are entered on page 9 of the budget, total revenue will be populated here.

## Instructions:

Column 1: Description of expenses by type.

Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.

Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.

Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 2 - SECTION A - STAFF SALARIES**

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, "Mgmt Indirect". All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as "All Other Positions" with their total salaries listed under the column "Other Direct Ser".

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>TOTAL SALARIES</b>									

2

**Instructions:**

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

# ATTACHMENT C

HCJFS Contract Budget Instructions

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 10: Column 10 is the sum of Columns 5 through 9.

## PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

3

### Instructions:

Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".

Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.

Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Foster care agencies should enter their Foster Parent fees here. Any subcontractor's costs should be entered here.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

3

#### Instructions:

Column 1: List all professional fees and contracted services.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 4 - SECTION D – CONSUMABLE SUPPLIES**

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
<b>TOTAL CONSUMABLE SUPPLIES</b>						

4

**Instructions:**

Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under “Other”.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.



**PAGE 4 - SECTION E – OCCUPANCY COSTS**

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT. SQ. FT. _____						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
<b>TOTAL OCCUPANCY COSTS</b>						

4

**Instructions:**

Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.

Usage Allowance of Building – Should be used when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.

## ATTACHMENT C

Maintenance & Repairs – Enter any projected building maintenance and repair costs.

Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.

Telephone – Enter the projected telephone costs including long distance. Cell phone costs should be entered on this line, also.

Other – List separately any other costs associated with occupancy.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 5 - SECTION F – TRAVEL COSTS**

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

Conference and meeting costs are allowable if the primary purpose is the dissemination of technical information relating to the proposed service. Purchased transportation is allowable if required for the delivery of the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
<b>TOTAL TRAVEL COSTS</b>						

5

**Instructions:**

Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 5 - SECTION G – INSURANCE COSTS**

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

5

## Instructions:

Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

**PAGE 6 - SECTION H – EQUIPMENT COSTS**

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
<b>TOTAL EQUIPMENT COSTS</b>						

6

**Instructions:**

Column 1: List of equipment costs by expense type.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

## ATTACHMENT C

HCJFS Contract Budget Instructions

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any items of equipment used by the Management Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Item(s) To Be Depreciated	New or Used	Date of Purchase	Total Actual Cost	Salvage Value	Total To Depreciate	Useful Life	Chargeable Annual Depreciation	Percent Used By Service Proposed	Amount Charged to Service Proposed	Which Service Proposed
<b>Total</b>										

7

#### Instructions:

Column 1: Enter item to be depreciated.

Column 2: Enter “N” for new equipment or “U” for used equipment.

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

Column 6: Subtract value entered in Column 5 from the value entered in Column 4.

Column 7: Enter useful life per IRS guidelines.

Column 8: Divide value in Column 6 by value in Column 7.

Column 9: Enter percent item will be used in the service proposed.

Column 10: Multiply value in Column 8 by percent in Column 9.

Column 11: Enter name of service proposed.

### PAGE 8 – SECTION I - MISCELLANEOUS COSTS

This is the section to enter anticipated miscellaneous costs incidental to the delivery of the service proposed. Allowable miscellaneous include costs such as printing, advertising, postage, FBI background checks, and drug testing.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
<b>TOTAL MISCELLANEOUS COSTS</b>						

8

Instructions:

Column 1: List miscellaneous costs separately.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

### PAGE 8 – SECTION J - PROFIT MARGIN

This section is for for-profit entities only. Enter the amount of anticipated profit being charged to the service proposed. The profit margin will be negotiated during contract negotiations.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						

8

### PAGE 8 – SECTION K – SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION

This is the grand total of Sections A through J for each column. The values on this line should equal Sub-Total of Expenses Before Mgmt Indirect Allocation on Page 1 - Summary Page.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>						

8

### PAGE 9 – REVENUE BY PROGRAM SERVICES



# ATTACHMENT C

## HCJFS Contract Budget Instructions

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown MUST equal or exceed the total expenses shown on Page 1 – Summary Page.

REVENUE PREPARED FOR PERIOD  
(Enter Begin Date of Budget) TO (Enter End Date of Budget)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
REVENUE BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUE
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency)</b>						
HCJFS						
<b>B. OTHER FUNDING</b>						
Fees From Clients						
Contributions						
Awards & Grants						
Other (specify)						
<b>TOTAL REVENUE</b>						

9

Instructions:

Column 1: List funding sources.

Columns 2-4: Enter the revenues that are directly associated with the service proposed.

Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.

Column 6: Enter all other revenues that are not associated with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

# **ATTACHMENT D-2**

## **Hamilton County Department of Job and Family Services**

### **Provider Certification Process**

(Revised 7/01)

#### **I. Overview**

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

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

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

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

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

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

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

1. program staff training plan;
2. staff policy and procedure manual;

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### **Section A. Program Identifying Information**

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

24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

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

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

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

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

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



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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff are aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	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 and 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?

**ATTACHMENT E**  
**Declaration of Property Tax Delinquency**  
(ORC 5719.042)

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

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

**State of Ohio**  
**County of Hamilton**

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

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

\_\_\_\_\_  
Notary Public

# ATTACHMENT F

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

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

## ATTACHMENT F

### DECLARATION

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

### CERTIFICATION

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

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATTACHMENT G

## REGISTRATION FORM

### PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

**RFP# MB0410R: For Operating the One-Stop and Providing WFD Services to Adults and Dislocated Workers Under the Workforce Investment Act**

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

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

The Hamilton County Job and Family Services **will not** entertain any oral questions regarding this **RFP**. Other than specified above, no bidder may contact any 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 and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE AUTHORIZED TO NEGOTIATE CONTRACT:</b>	
<b>SIGNATURE:</b>	

Registration helps insure that Providers will receive any addenda to or correspondence regarding this RFP in a timely manner. The Hamilton County Department of Job & Family Services will not be responsible for the timeliness of delivery via the U.S. Mail.

## ATTACHMENT H



### Required Partners Leadership Council

Name	Agency	Title	Address
Beth Brannigan	ODJFS/UV/TAA/WD/Local	Assistant District Coordinator	PO Box454 Chillicothe,Oh 45601
	Cincinnati State Technical College	President	3520 Central Prkway Cinti,Oh 45223
Carl Hilliard	Job Corps/DEL-JEN	Executive Director	1409 Western Av Cini, Ohio 45214
Marquita Lyles	Job Corps/DEL-Jen	Administrative Assistant	329 South Front St. Columbus, Ohio 43215
Antonio Caffey	Job Corps DEL-Jen, Inc.Statewide	Field Supervisor	329 South Front St. Columbus, Ohio 43215
Charles R. Blythe	Goodwill	Grants Director	10600 Springfield Pike Cinti,OH 45215
Mick Fusco	Goodwill	Grants Manager HUD-DOL-DVA Homeless Program	7162 Reading RD STE 805 Cinti, OH 45237
Paul Magnus	Older American Act	Mature Services,Director	415 S Protage Path Akron, Ohio 44320
Gwen Robinson	CSBG	CHCCAA , President/CEO	1740 Langdon Farm Rd. Cinti, Ohio 45237
Jennifer Roeder	ORSC - Rehab Services	Supervisor	617 Vine Street #925 Cinti, Ohio 45202

## ATTACHMENT H



### Required Partners Leadership Council

Name	Agency	Title	Address
Ted Bergh	HUD & ET	CMHA , Executive Director	16 West Central Parkway, Cinti,Oh 45202
Tom Rothwell	Cincinnati Public Schools	ABLE/GED	P.O. Box 5381, 2651 Burnet Avenue Cinti, Oh 45219
Tim McCartney	HCJFS	COO	222 E.Central Pkwy, Cinti, OH 45202
Robin White	ABLE/Voc Ed	Great Oaks Institute of Technology,President/CEO	3254 E. Kemper Rd., Cinti, OH 45241
Sherry Kelley Marshall	SWORWIB	President/CEO	300 Carew Tower, 400 Vine Street Cinti,OH 45202
Vivian Alexander	Super Jobs Center	Director	1916 Central Pkwy, Cinti, OH 45214

## **ATTACHMENT I**

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

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

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

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

Monitoring fulfills several purposes:

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

### **II. MONITORING COMPONENTS**

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



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

Schedule: Within a month of contract signature.

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

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

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

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

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

C. Formal on-site visits:

- ◆ Review of a sample of case records, including IEPs, MIS paperwork, progress notes, referrals, services provided

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

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

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

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

Schedules: dates of meetings

Tools: Documentation of meetings

- E. Monitoring reports: Summary of monitoring findings and recommendations for program improvements. Final report is mailed to contractor within 15 working days after completion of the formal site visit.

- F. Corrective Action Plans. If required as a result of monitoring, the contractors shall submit a corrective action plan within 10 working days. An effective CAP answers the following questions:

- ◆ Why is correction action needed?
- ◆ What are probable solutions to problems identified?
- ◆ What specific steps must be taken to remedy the problems?

- ◆ Who will be responsible for taking the actions?
- ◆ What are the start and completion dates of the correction actions proposed?

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

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

G. Technical assistance and troubleshooting. Provided as needed.

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

## ATTACHMENT J

### WIA PERFORMANCE STANDARDS FOR ADULTS AND DISLOCATED WORKERS

For Program Year (PY) 2009 (July 2009-June 2010), the following percentages are used to gauge the performance of local workforce areas and the State of Ohio.

Performance Measure	Area 13 PY 09 Standard	80% of Standard
Adult Entered Employment	78%	62.4%
Adult Employment Retention	87%	69.6%
Adult Average Earnings (6-month earnings)	\$14,500	\$11,600
Dislocated Worker Entered Employment	87%	69.6%
Dislocated Worker Employment Retention	92%	73.6%
Dislocated Worker Average Earnings	\$17,000	\$13,600

## ATTACHMENT K

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT L

### RFP DEFINITIONS

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

10. One Stop Operator: The entity responsible both for providing services directly to area businesses and the universal customer, as well as coordinating with and managing the provision of any One Stop services provided by One-Stop partners.
11. One Stop System: The network of facilities and organizations that will provide those services identified in the Workforce Investment Act of 1998 to both employers, universal customers and specifically targeted populations within the Southwest Ohio region.
12. On-job training: Training by an employer provided to a participant while engaged in productive work that (A) provides knowledge or skills essential to performance of the job; (B) provides reimbursement to the employer of 50% of the wage rate of the participant, for extraordinary costs of providing the training and supervision; and is limited in duration.
13. Required Partners: The service providers with which the One Stop System Operator will be required to cooperate in the provision of One Stop services by the Workforce Investment Act of 1998.
14. SCANS skills - The Secretary's Commission on Achieving Necessary Skills (SCANS) identified the essential skills needed for high-quality job performance.

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

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

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

1. Basic Skills – Reading, writing, arithmetic and mathematics, speaking and listening.
2. Thinking Skills – The ability to learn, to reason, to think creatively, to make decisions and to solve problems.

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

15. Supportive Services: Services or items customers need to overcome impediments to acquiring and retaining employment. Include linkages to community services,

assistance with transportation and childcare, referrals to medical and housing services, needs related payments that are necessary to enable an individual to participate in activities authorized under WIA, and assistance with appropriate work attire and tools.

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