

REQUEST FOR PROPOSALS FOR YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

RFP KB02-21R

Issued by

Southwest Ohio Region Workforce Investment Board - Area 13

In Partnership With

Hamilton County and the

City of Cincinnati, Office of the Mayor

(December 2021)

RFP Conference: January 19, 2022, 1:00 p.m. – 3:00 p.m.

Location: Microsoft Teams

Deadline for Proposal Registration: January 18, 2022 no later than 12:00 p.m.

Due Date for Proposal Submission: On or before February 16, 2022

no later than 1:00 p.m.

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REQUEST FOR PROPOSAL (RFP)

FOR YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Southwest Ohio Region Workforce Investment Board (SWORWIB) and the Hamilton County Job & Family Services (HCJFS) are seeking proposals through this RFP for youth workforce development services in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), title I, Public Law 113-128, the Comprehensive Case Management Employment Program (CCMEP), the Southwest Ohio Region Workforce Investment Board (SWORWIB) Plan and Policies, and the governing rules of Hamilton County Job and Family Services (the Administrative Entity).

The Workforce Investment and Opportunity Act (WIOA), formally WIA, youth program allows the state to provide funding to local areas to deliver an array of services that focus on assisting youth with overcoming barriers, obtaining employment, and educational and/or skills training credentials. Under WIA there were 10 elements required. Under WIOA, there are 14 elements. Similarly, there are rules about In-School and Out-of-School and similar percentage allocations.

On July 1, 2016 the state implemented the Comprehensive Case Management and Employment Program (CCMEP). CCMEP is an integrated intervention program that combines the Temporary Assistance for Needy Families (TANF) program and the Workforce Innovation and Opportunity Act (WIOA). CCMEP allows for flexibility in spending and providing enhanced services and supports needed to address barriers to employment and education. The age group mirrors WIOA at 14 - 24 years old.

The Southwest Ohio Region Workforce Investment Board (SWORWIB) provides policy and direction for WIOA and CCMEP for the City of Cincinnati and Hamilton County as a certified standalone workforce board. Since May, 2012, the purpose of the SWORWIB is to set policy and oversee the federal workforce laws and other funds obtained by the SWORWIB under the authorities, guidelines and for the designated outcomes of the funding sources. The SWORWIB vision is to lead the way in public workforce innovation providing outstanding service to our diverse customer base, community and region. Our mission is to provide employers with a prepared workforce by connecting job seeking customers to opportunities that build their career readiness thereby contributing to the growth of our community and region.

In relation to the mission of the SWORWIB Area 13, the Emerging Workforce Committee will oversee a collaborative system where employers gain a skilled emerging workforce and at-risk youth ages 14 to 24 receive proactive programs and services ensuring they acquire the necessary skills for success in education and employment.

The Southwest Ohio Region Workforce Investment Board/Area 13 in partnership with the Mayor of the City of Cincinnati as Chief Lead Elected Official (CLEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area 13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed September 9, 2004, and renewed under WIOA on July 1, 2015, Hamilton County Job and Family Services is designated as the fiscal agent for Ohio Local Workforce Area 13.

HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business, economic development, education, organized labor, community based organizations, veterans, faith organizations, social services and state and local government agencies. The SWORWIB also accepts advisories from its WIOA reformed Emerging Workforce Committee which the SWORWIB maintains even though the new federal law does not require such a group.

The SWORWIB reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or part of the services requested. The Contract(s) shall be for an initial term of two (2) years (“Initial Term”) with two (2) one (1) year renewal options (“Optional Renewal Terms”) at the sole discretion of the SWORWIB. Each provider may submit a proposal to deliver one or two separate programs related to each of the descriptions provided in the Scope of Services. Each proposal submitted may address only one of these two scopes and must stand independent of any other proposal submitted by that prospective provider. That decision will be guided by the strengths of each proposal, the funds available, and local priorities as determined by the SWORWIB.

The SWORWIB is seeking the following proposals:

- WIOA/CCMEP Youth In-School Services
- WIOA/CCMEP Youth Out-of-School Services

The SWORWIB will continue to focus more funds on out-of-school youth as WIOA mandates that at least 75% of local area WIOA funds be spent on out-of-school services and that no more than 25% be spent on in-school services. 20% of the total WIOA funding must be spent on work-based

activities. The SWORWIB is committed to youth services access for both the east and west parts of the city and county as well as north and central areas.

1.2 Scope of Service

All programs must be easily accessible to youth, be safe and be youth-friendly. They must also have a demonstrated record of success in providing youth services. The programs and services must be sensitive and accommodating to a diversity of neighborhoods, cultures, languages and personal challenges. The provider must show an ability to serve all areas of the city of Cincinnati and Hamilton County, as noted above.

Selected provider(s) are expected to:

1. Utilize all state and local forms and follow established federal, state and local policies and procedures. All forms and rules are subject to change per Federal, State and Local mandates/guidance.
2. Adapt to changes in Federal, State and Local forms, policies, and procedures.
3. Utilize the Ohio Workforce Case Management System (OWCMS) as the primary system by which eligibility is determined, cases are managed and performance outcomes are reported. OWCMS will be replaced by the Advancement Through Resources Information and Employment Services (ARIES) system beginning in 2022 and the selected provider(s) will be expected to utilize this tool.
4. Complete their own OWCMS (and subsequent ARIES) data entry timely including detailed case note documentation of all communications with the participant (see attached State Case Note Training PP 2019. This is the level of documentation that will be expected.), goals, needs, interests, progress towards goals, and changes to the participant's circumstances.
5. Cooperate with and not compete with other WIOA/CCMEP or CCMEP TANF Ohio Works First (OWF)/Volunteer providers to ensure singular program participation.
6. Work with the CCMEP TANF provider(s) when serving WIOA youth who are dually enrolled, receiving both WIOA/TANF OWF services and funding, to ensure all program requirements are met.
7. Collaborate effectively with the SWORWIB, HCJFS and other service providers.
8. Attend relevant meetings (as directed by HCJFS and/or SWORWIB) and be prepared to answer questions/concerns about performance reports.
9. Ensure compliance with WIOA Policy Letter 17-01 and section 6301.03 of the Ohio Revised Code, which requires the utilization of OhioMeansJobs.com for Labor Exchange activities.

10. Develop a referral system with the Ohio Means Jobs Cincinnati-Hamilton County Center for potentially eligible youth who wish to enter the WIOA youth program via the Ohio Means Jobs Cincinnati-Hamilton County Center.
11. Provide case management and appropriate services, as outlined in the program elements, to address barriers to employment and education and to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school and those who are currently school dropouts.
12. Provide services to participants that align with performance outcomes. Work to meet or exceed all designated WIOA/CCMEP performance outcomes.
13. Ensure dual WIOA/CCMEP and CCMEP TANF funding streams are utilized and spent appropriately. Assure reliable and persistent compliance with documentation requirements related to TANF and WIOA eligibility, performance, billing, and similar.
14. Maintain appropriate and consistent communication with each participant at least once every thirty days to ensure the participant's engagement in the program and to identify any changes in the participant's circumstances, needs, interest and goals. Each participant's case notes must reflect every contact, attempted contact and thorough documentation of each participants circumstances, needs, interests and goals.
15. Utilize a minimum of 20% of WIOA/CCMEP contracted funding on work experience services for participants who have little or no work experience.

Selected provider(s) will work with HCJFS to fulfill state and local mandates, know and follow SWORWIB approved policy, and must use the following forms and documentation when serving youth:

- Approved Source Documentation WIOA Youth
- CCMEP Services-Matrix
- JFS 13188 WIA Telephone Verification Form
- JFS 13186 Self-Attestation Form
- HCJFS 5256 ITA Youth Program application
- Work Experience Work Site Agreement and Time Sheets
- JFS 03006CCMEP Comprehensive Assessment
- [JFS 03002 WIOA Youth Program Eligibility Application](#)
- JFS 03004 CCMEP Individual Opportunity Plan
- SWORWIB policies transmitted to contract designees
- GOAL4 IT! processes and tools

Forms and policies are subject to change per Federal, State and Local mandates/guidance and the selected provider(s) may be asked to upload completed forms into an electronic filing system provided by ODJFS/HCJFS

1.2.1 Population

The Area 13 SWORWIB looks to serve WIOA eligible youth, ages 14 to 24, which are at risk of dropping out of school, have dropped out of school, are disengaged from the educational system, and have barriers to employment and education. The SWORWIB will be attentive to a service system that includes services to the entire required age range as noted above.

1.2.2 Eligibility for Services

The selected provider(s) is required to determine WIOA/CCMEP and CCMEP TANF eligibility at the time of intake using the JFS 03002 WIOA Youth Program Eligibility Application. The selected provider(s) shall also re-determine CCMEP TANF eligibility on a semi-annual or annual basis, as required by state policy, using the JFS 03002.

For the purposes of this RFP:

An individual is WIOA/CCMEP eligible when he or she:

1. Has registered for Selective Service, if male 18 and older;
2. Is an In-School youth or an Out-of-School youth; and
3. Has a barrier to employment (see examples listed in A-G in the In-School Youth section and A-H in the Out-of-School sections below).

WIOA/CCMEP eligible In-School Youth means an individual who is, at the time of enrollment, (WIOAPL 15-03.1 (WIOA Youth Program Eligibility) Workforce Innovation and Opportunity Act Policy Letter No. 15-03.1):

1. Attending school, including secondary and postsecondary school; Not younger than age 14 or older than age 21 (unless an individual with a disability who is attending secondary school under state law);
2. A low-income individual; and
3. A youth presenting with one or more of the following challenges:
 - A. Basic skills deficiency;
 - B. An English language learner;
 - C. An offender history;
 - D. Homelessness (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement.
 - E. Pregnant or parenting;
 - F. Disability; or
 - G. Requiring additional assistance to complete an educational program or to secure or hold employment.

WIOA/CCMEP eligible Out-of-School Youth means an individual who is at the time of enrollment. (WIOAPL 15-03.1 (WIOA Youth Program Eligibility) Workforce Innovation and Opportunity Act Policy Letter No. 15-03.1) who is:

1. Not attending any school;
2. Not younger than age 16 or older than age 24; and
3. Has one or more of the following barriers:
 - A. A school drop-out;
 - B. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, and is not enrolled with the in-school provider with plans to return or remain in-school;
 - C. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:
 1. basic skills deficient; or
 2. an English language learner.
 - D. An offender.
 - E. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
 - F. An individual who is pregnant or parenting (which may include a custodial or non-custodial mother or father);
 - G. A youth who is an individual with a disability; or
 - H. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

CCMEP TANF eligible In-School and/or Out-of-School means an individual who:

1. Met the eligibility requirements for either an In-School or Out-of-School WIOA/CCMEP youth and:
 - A. Has (or has applied for) a Social Security Number;
 - B. Is a United States citizen or non-citizen national or qualified alien;
 - C. Does not owe any fraudulent TANF assistance;
 - D. Has been given the opportunity to register to vote (if 18 years of age or older);
 - E. Has a gross household income during the last thirty-days that was less than 200% of the federal poverty level; and
 - F. Is one of the following:

1. A minor child;
2. The parent, specified relative, legal guardian or legal custodian of a minor child;
or
3. A non-custodial parent who lives in the state, but does not reside with his/her minor child(ren);
4. A pregnant individual; or
5. An individual age 18 to 24 that is part of a family that includes a minor child.

Eligibility requirements are subject to change per Federal and State mandates and guidance.

1.2.3 Program Design

Area 13 WIOA/CCMEP and CCMEP TANF funds for eligible youth shall be used to carry out programs that:

1. Provide a comprehensive assessment of the academic levels, skill levels, job readiness and service needs of each participant. That assessment shall include but is not limited to a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants.
2. Identify and address all barriers and needs discovered during the assessment and refer participants to other providers when appropriate.
3. Provide personalized case management to each participant.
4. Maintain consistent and appropriate communication with each participant.
5. Develop an Individual Opportunity Plan (IOP) for each participant with services that are directly linked to one (1) or more of the WIOA/CCMEP performance outcomes (listed below) and that identify career pathways which include education and employment goals, appropriate achievement objectives, appropriate services and activities for the participant taking into account the assessment previously mentioned.
6. Provide the following services in connection with WIOA/CCMEP performance outcomes:
 - A. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential;
 - B. Activities leading to an educational or employment skill gain;
 - C. Preparation for post-secondary educational and training opportunities;
 - D. Strong linkages between academic instruction, academic content and occupational education that lead to the attainment of recognized postsecondary credentials; and
 - E. Preparation for unsubsidized employment opportunities and effective connections to employers, including small employers, woman-owned, and minority owned businesses, for in-demand industry sectors and occupations of the local and regional labor markets.

7. Provide an accessible, welcoming, and youth-friendly environment for participants/potential participants:
 - A. Program office space must be safely located on or within reasonable walking distance from a bus line
 - B. Office space must be easily visible for youth/young adults, and ideally in a location that is adjacent to other youth-oriented venues (community centers, libraries, recreation centers, GED classrooms, etc.)
 - C. Program office space should be outfitted with furnishings, supplies, signage, and other items that provide an overall “youth friendly” environment, versus a conventional (sterile) office environment
 - D. Program staff must be willing to travel to areas in the community where youth/young adults reside and/or gather, along with those communities that are experiencing more significant economic barriers. Targeted communities, townships, villages, and/or cities may be assigned by HCJFS and/or SWORWIB. However, RFP bidders (and ultimately, the selected providers) will be expected to invest the necessary time, energy, and effort to conduct research on the communities in the geographic area as well as stay current on the needs and trends of youth/young adults.

1.2.4 Program Elements

In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into post-secondary education or training/workforce credential/military or apprenticeship, unsubsidized employment and career readiness for participants, each provider must offer a program that provides elements consisting of:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
2. Alternative secondary school services, or dropout recovery services, as appropriate;
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
 - A. substantial program of summer employment opportunities and other employment opportunities available throughout the school year;
 - B. Pre-apprenticeship programs;
 - C. Internships and job shadowing; and
 - D. On-the-job training opportunities.

4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in Area 13;
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or career pathway;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility, employability, skill development and other positive social and civic behaviors, as appropriate;
7. Supportive services necessary to enable an individual to participate in the program and to secure and retain employment;
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate;
10. Comprehensive guidance and counseling, which may include career and academic counseling, drug and alcohol counseling, mental health counseling and referral, as appropriate;
11. Financial literacy education to allow the participant to gain an understanding of basic financial information which is necessary to become self-sufficient;
12. Entrepreneurial skills training which provides the basics of starting and operating a small business;
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
14. Activities that help youth prepare for and transition to postsecondary education and training.

1.2.5 Service Components

1. Area 13 system outcomes:

Below are the goals the SWORWIB has set for system wide growth and improvement over the next several years. These goals are directly connected to the contract outcomes being solicited with this RFP.

- A. The selected provider(s) will steadily enroll WIOA/CCMEP youth and will meet or exceed the enrollment goal, as set forth by the SWORWIB and the Administrative Entity, each contract year (July 1st - June 30th) of this contract, depending on the availability of local funds. Failure to meet the set enrollment goal may result in a Corrective Action Plan.

- B. By the end of each contract year, the provider will help Area 13 meet or exceed the annual WIOA/CCMEP performance outcomes for Area 13 as set forth by ODJFS under section 116(b)(2)(A) of WIOA.

(see [WIOA Primary Performance Measures | Office of Workforce Development | Ohio Department of Job and Family Services](#)).

This includes the following:

- 1) Placing program participants in education or training activities, or in unsubsidized employment by the second quarter after exit from the program;
- 2) Assist program participants in retaining their place in education or training activities or unsubsidized employment by the fourth quarter after exit from the program;
- 3) Increase the average earnings of program participants;
- 4) Support program participants in obtaining a state recognized credential (HS Diploma, GED, credential);
- 5) Increase the skills gains of program participants; and
- 6) Effectiveness in serving employers (i.e., job retention)

2. Area 13 contract outcomes:

- A. Each proposal should state explicitly which population proposed service will serve.
- B. Each proposal should identify how they intend to ensure operation of a program as described in section 1.2.3 Program Design.
- C. Each proposal should quantify the impact they anticipate having on the system outcomes, listed above.
- D. Each proposal should identify the cost per youth enrolled and exited that your organization will commit to serve through each contract year of the contract(s) subsequently issued to selected provider(s).
- E. Each proposal should identify a plan to complete and ensure agreement between all Area 13 and WIOA/CCMEP paperwork and OWCMS (and ARIES) data entry in a timely manner, as required by the Department of Labor and the State of Ohio.
- F. Each proposal should identify the percentage of WIOA/CCMEP youth that your organization expects to help obtain a high school diploma, or it's recognized equivalent, or a state recognized credential during participation in or by the 2nd Quarter after exit for each contract year.

- G. Each proposal should identify the percentage of WIOA/CCMEP youth your organization expects to place in employment, post-secondary education or training.
- H. Each proposal should identify a plan to receive referrals to and from the OMJ Center.
- I. Each proposal should explain how effective connections to employers will be established.
- J. Each proposal should identify the percentage of WIOA/CCMEP youth that your organization expects to exit with a state industry recognized credential.
- K. Each proposal must show how their program will provide youth with disabilities the services and supports necessary to be successful in an academic or occupational program and competitive, integrated employment.
- L. Each proposal must include the bidder's process for submitting ongoing success stories, newsletter articles, and testimonials to SWORWIB, at least one/month (or more if requested by HCJFS or SWORWIB), to help showcase the transformative impact the program had in the lives of individuals served. Stories/articles/testimonials must be professionally written and avoid utilizing content that is confidential or sensitive in nature, with approval/consent by the featured participant(s).

3. Project Outreach Plan and Partnerships:

Bidders are required to provide outreach, partnering, and collaboration to assure that participants receive the best services available in a cost-effective manner.

Bidders should include an Outreach plan to include specific strategies for recruitment and retention of youth/young adult participants, employers, and community partners. Program outreach should be strategic and targeted, yet comprehensive.

The SWORWIB on behalf of Area 13 expects bidders to identify their collaborative efforts for serving youth with disabilities. All local areas have vocational rehabilitation as a partner at the one-stop for aligned application, enrollment, and performance measures. Selected vendors will be expected to coordinate with vocational rehab services for youth with disabilities as well as coordinate with the OMJ Center/one-stop to enhance referrals and services available through the OMJ Center/one-stop.

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

Employer connections are also required and must be measured for retention results. Providers should indicate in their proposal how they have developed (or intend to develop) links to local employers for information about labor market needs, training, employment and internships as appropriate.

4. Requirements for all general Youth Services in the RFP:

Proposals related to this scope of services may be WIOA/CCMEP In-School or Out-of-School scopes with a specific intent to increase volume served and performance goal achievement. All elements listed in 1.2.4 apply to this general youth services program.

WIOA/CCMEP mandates that local areas address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school, have dropped out of school or are disengaged from the educational system.

These include:

- A. Pre-enrollment activities such as recruitment, intake, initial assessment, eligibility determination and referrals to other programs, as appropriate.
- B. Framework activities such as the Comprehensive Assessment, Basic skills assessment, development of the Individual Opportunity Plan and comprehensive case management.
- C. The required program elements as described in Section 1.2.4 above.

Providers should describe how they will deliver pre-enrollment and framework activities, as needed, in their proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the required program elements must be delivered by the provider for either all or an appropriate subset of their WIOA/CCMEP enrolled youth. These include, but are not limited to, the following:

- Substantial summer employment opportunities/programs;
- Paid and unpaid work experience;
- Leadership development opportunities;
- Follow-up services for not less than 12 months;
- Comprehensive guidance and counseling;
- Financial literacy education;
- Entrepreneurial skills training;
- Services that provide labor market and employment information; and

- Activities helping youth prepare for and transition to postsecondary education and training.

Youth who are engaged in pre-enrollment activities are not billable as WIOA/CCMEP youth. Services delivered to youth who are WIOA/CCMEP eligible but not WIOA/CCMEP enrolled must be paid with non-WIOA and non-TANF funds. Providers who serve non-WIOA/CCMEP youth must provide a cost allocation plan that documents how organization costs are split between WIOA, TANF, non-TANF and non-WIOA related expenses.

5. Performance Monitoring:

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

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

- Review sample of case files;
- Review of policies, administrative documents, procedures, and other documents related to contract compliance;
- Review of program components including interviews with participants, staff, and other observations;
- Summary of observations;
- Recommendations for improvements;
- Corrective Action Plans (if applicable); and
- Follow-Up Monitoring (within 45 days, if applicable).

There are also annual monitoring site visits from the Ohio Department of Job and Family Services that include youth reviews and file data validations. Similarly, periodically Local Area 13 is selected for review or monitoring or audits by other state agencies and/or the Department of Labor.

6. Record Retention:

Providers must retain all records for the contract for a period of three years after the youth has exited services. Records must be made available upon written request from the SWORWIB and/or the Administrative Entity.

7. Data Tracking and Reporting:

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

Providers are required to input all their data into the State of Ohio's WIOA records systems, currently known as the Ohio Workforce Case Management System (OWCMS). OWCMS is the state WIOA/CCMEP computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported. The OWCMS system is expected to be replaced by the [Advancement through Resources, Information & Employment Services \(ARIES\)](#) system and the selected provider(s) will be required to input all data into this system.

8. Quality Assurance and Continuous Improvement:

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

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

9. Personnel Qualifications and Selection Process:

The provider's local project/program manager must have a minimum of three years' experience as a project/program manager with a similar project or program or relevant transferable skills and experience in this service arena. Bidders must allow an HCJFS and/or SWORWIB Representative to participate in the final interviews and hiring recommendations for program staff (management and line staff).

1.3. Employee Qualifications

1. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.

- A. Trauma-informed care training (from an approved provider such as the Tri-State Trauma Network- <https://www.tristatetraumanetwork.org/>) must be completed by ALL program staff, including management and line staff, with verifiable

documentation. Newly hired staff must also complete this training. SWORWIB also strongly encourages annual training for staff on this same topic.

- B. Certified Workforce Development Professional (CWDP) is required for all team leads/supervisory staff and strongly encouraged for all line staff within the first year of contract award. SWORWIB and/or HCJFS may also require this certification in future years of the service delivery contract.
 - C. Other workforce or professional certifications (e.g. Adverse Childhood Experiences- ACE training, etc.) along with ongoing professional development should also be evidence in the bidder's proposal.
2. Work history: All employees who are assigned to this project shall have information on job applications verified. Verification shall include references and work history information.
 3. 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 customers. 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 (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
 4. Employees who have been convicted: Employees convicted of, or plead guilty to any violations contained in ORC 5153.111 (B) (1) may not come into contact with participants.

2.0 PROVIDER PROPOSAL

It is required all proposals be submitted in the format as described in this section.

Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages, **with narrative confined to fifteen pages.**
- Each submission must be signed.
- Each submission must be single sided.
- Each proposal must be written in twelve (12) point font.

A. Electronic Requirements

- Budget in unlocked, non-encrypted Excel format.

B. Proposal Organization

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 2.3 - Budgets and Cost Considerations
- Section 2.4 - Customer References
- Section 2.5 - Personnel Qualifications
- Section 2.6 – Financial Documentation
- Section 2.7 - Declaration of Property Tax Delinquency
- Section 2.8 - Original Proposal Documents

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 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 proposed Unit Rate(s) for each service Provider is proposing for Contract Years 1, 2, 3, and 4. Provider is to make sure to include the request for all rates for the original Contract period (years 1 and 2), and the 2 subsequent renewal period options (years 3 and 4). These Unit Rates must be supported by the Budget, Attachment C.

2.2 Service and Business Deliverables

Providers shall respond to the following for all proposals submitted:

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.8 - System and Fiscal Administration Components:

Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
2. Provide a description of your organization's employee screening and clearance policy.

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

2.2.1 Program Components

Service Information:

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

1. Describe, in each proposal, how you would quantify the impact your agency anticipates having on one or multiple of the six priority system outcomes shared in Section 1.2.5 SWORWIB Area 13 System Outcomes.
2. Describe how your organization will steadily enroll WIOA/CCMEP youth in order to meet or exceed the enrollment goal set forth by the SWORWIB and the Administrative Entity.
3. Describe how your agency will comply with the expectations enumerated in the Scope of Service in section 1.2.
4. Describe how your agency will comply with the expectations enumerated in the Program Design in section 1.2.3.
5. Describe how the case managers of your organization will make persistent and reasonable attempts to engage with the program participant no less than once every thirty calendar days and review and revise the individual opportunity plan (IOP) as needed.
6. Describe how your agency will deliver pre-enrollment and framework activities as needed. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need.

Several of the required program elements must be delivered by the selected provider for either all or an appropriate subset of their WIOA/CCMEP enrolled youth. Those include the following:

- a. Summer employment linked to academic or occupational skills (as requested by youth enrolled in the In-school WIOA/CCMEP programs) ;
 - b. Leadership development; and
 - c. Follow-up activities for no less than 12 months after completion of participation (for all exited youth).
7. Provide your organization's Plan for conducting strategic and comprehensive outreach to youth/young adults, local businesses or corporations, and community partners, especially as it relates to program

design elements, program goals/outcomes, and collaborative program services.

8. Describe personnel qualifications for project/program manager.
9. Describe one or multiple specific formal connections to state accredited post-secondary institutions or formal apprenticeship programs.
10. Describe other formal collaborations associated with your proposal that you are expecting to use to purposefully leverage grant dollars or other established funding sources in such a way that the WIOA/CCMEP cost per youth is reduced and additional youth can be served.
11. Describe information that will demonstrate your organization's capacity for and history of quantified and documented success in serving WIOA youth or youth with similar barriers.
12. Describe your agency's Quality Assurance (QA) and Quality Assurance Plan e.g. training, policy and procedure manual and procedures for Q.A.
13. Describe information that will demonstrate your organizations capacity for and history of serving large volumes of youth at a relatively low cost.
14. Describe your plan to address continuing COVID pandemic issues that are affecting the youth that we serve.
15. Describe how your organization will provide and maintain a youth-friendly environment in the program office space as well as ADA accessible, and adjacent to public transportation and (ideally) near other venues where youth/young adults gather.
16. Describe how your organization will ensure that articles, success stories, and testimonials will be submitting at least once/month to help demonstrate the program's impact.

B. Provide your expected outcomes for this program as follows:

1. All Proposals: Identify the cost per youth exited that your organization will commit to through each contract year of this contract. Specifically, divide the total cost of your proposed contract by the following number. What volume of youth will your agency enroll on or after 7/1/2018, serve and subsequently exit in year one of this contract. Provide that volume separately for years two, three and four.
2. All Proposals: Must include a program outcome statement containing the following elements. SWORWIB and HCJFS shall collaborate to validate that each provider is compliant with each element below.
 - a. Volume of youth the applicant proposes to serve
 - b. Geographical area(s) of focus
 - c. Objective standard for success – what must be documented to conclude that an individual participant has achieved the outcome

- d. Proportion of target population who will achieve each criterion for success
- e. Suitability standard for enrollment of youth – this presumes each youth is eligible and has appropriate documentation of eligibility on file. A suitability standard goes beyond eligibility to define that population that the provider believes both needs their service and will benefit from it.

Such a standard may speak to education or employment status, work history, barriers currently in place, and/or factors that will support a successful outcome for a prospective enrollee.

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

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

1. WIOA/CCMEP In-School and Out-of-School Service Proposal: Describe the percentage of WIOA In-School and Out-of-School youth that you serve who will be placed in education or training activities or in unsubsidized employment by the 2nd quarter after exit from your program.
2. WIOA/CCMEP In-School and Out-of-School Service Proposal: Describe the percentage of WIOA In-School and Out-of-School youth that you serve who will be retained in education or training activities or in unsubsidized employment by the 4th quarter after exit from your program.
3. WIOA/CCMEP In-School and Out-of-School Services Proposal: Describe the percentage of WIOA in-school and out-of-school youth that you work with in your WIOA program who will be enrolled in an education or training program that leads to a recognized postsecondary credential, secondary school diploma, GED or employment and who are achieving a measurable skill gain, during the program year.
4. WIOA/CCMEP In-School and Out-of-School Service Proposals: Describe what proportion of exited youth who obtained a high school diploma, recognized equivalent, or recognized postsecondary credential during program enrollment

that will be in a degree granting or certificate granting program or employed within one year of program exit.

2.3 Budgets and Cost Considerations

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

- B. The Southwest Ohio Workforce Investment Board anticipates services will begin no later than July 1, 2022. 100% of the total value of all Contracts awarded as a result of this RFP will be on a cost-reimbursement agreement. Provider must submit a Budget and a calculation of the Unit Rate and Cost Reimbursement for the initial Contract term that Provider understands will be used to compensate Provider for services provided. In addition, if Provider is requesting *an increase in costs for renewal years 1 and 2, you must complete the data sheet* in the budget that lists each budget line item with an estimated expense amount and percentage increase from the prior year. Budgets and Unit Rates and Cost Reimbursement must be submitted in the form provided as Attachment. Contracts will be written for the initial term of two (2) years with two (2) one (1) year renewal options.

For renewal years, any increases in Unit Rates will be at the sole discretion of the SWORWIB's in consultation with HCJFS as the fiscal agent and administrative entity, subject to funding availability and Contract performance, and will be limited to no more than 3% of the Rates of the prior term. SWORWIB in consultation HCJFS does not guarantee that the Rates will be increased from one Contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

- C. 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. General services;
 - 2. Crisis intervention services;
 - 3. Case management;
 - 4. Referral and information services;
 - 5. Consultation;

6. Non-Medicaid funded services; and
7. Any other relevant services.

All revenue sources available to Provider to serve Hamilton County child and families served by Child Protection Services identified in the Scope of Service shall be listed in the Budget, and utilized where permissible, to reduce 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 *Unit Rate/Cost Reimbursement* for each service proposed for each Contract year must be listed on the Cover Sheet, Attachment A.

- D. Provider must submit a detailed narrative demonstrating how costs are related to the service(s) presented in the proposal.
- E. 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.
- F. For the purposes of this RFP, “unallowable” program costs (detailed list is located in 2 CFR Part 200 Subpart E) 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) current 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

Please submit resumes with the below following information for key clinical and business personnel who will be working with the program. These positions are Agency Director, CFO, Clinical Director and Administrators:

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

Provider's program manager must have two years' experience as a program manager with a similar program.

It is the proposing agency's responsibility to redact all personal information from resumes. RFPs and all attachments are public documents and are available for general viewing. 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 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable 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. Provider's failure to provide these documents prior to final approval by the Board of County Commissioners may result in a Contract not being awarded. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.7 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged

with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

2.8 Proposal Documents

A. The following items are to be attached only to the original proposal:

Ownership, Annual Report, and Licensure

1. 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.
2. Annual Report - A copy of Provider's most recent annual report.
3. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.
4. Minority-owned or woman-owned business documentation (if applicable)

B. The following items are to be attached to the original proposal and all copies:

System and Fiscal Administration Components

1. Contact Information - Provide the address for the Provider's headquarters and local service/office locations. Include a contact name, address, and phone number.
2. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
3. Subcontracts - Submit a letter of intent from each subcontractor indicating its 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 and obligations as the Agency/Company.

4. 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.
5. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
6. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider must note that as a Contract requirement the following conditions must be met:

During the Contract 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

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be emailed to the HCJFS Contract Specialist, HAMIL_ContractServicesCommunication@jfs.Ohio.gov and the Hamilton County Risk Manager at COI@hamilton-co.org.

7. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
8. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
9. 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. QA manual need not be included.
10. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
11. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	December 27, 2021
RFP Conference	January 19, 2022, 1:00 p.m. – 3:00 p.m. (via Microsoft Teams)
Deadline for Registering for the RFP Process	January 19, 2022, noon
Deadline for Receiving Final RFP Questions	January 26, 2022, noon
Deadline for Issuing Final RFP Answers	February 2, 2022
Deadline for Proposals Received by RFP Contact Person	February 16, 2022 No later than 1:00 p.m. EST
Oral Presentation/Site Visit – if needed	N/A

Anticipated Proposal Review Completed	March 11, 2022
Anticipated Start Date	July 1, 2022

3.2 RFP Contact Person

RFP 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:

Kris Bullock, Contract Services
Hamilton County Department of Job & Family Services
 222 East Central Parkway, 3rd floor
 Cincinnati, Ohio 45202
Hamil_ContractServicesProcurement@jfs.ohio.gov

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 JANUARY 19, 2022 NO LATER THAN NOON.

All interested Providers must complete Registration Form (see Attachment G) and e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's e-mail address is: Hamil_ContractServicesProcurement@jfs.ohio.gov

3.4 RFP Conference

The RFP Conference will take place on **Microsoft Teams on January 19, 2022, 1:00 p.m. – 3:00 p.m.**

Join with a video conferencing device

682042763@t.plcm.vc

Video Conference ID: 112 585 803 1

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 614-721-2972](tel:+16147212972) Phone Conference ID: 231 618 468#

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

- A. Prior to the RFP Conference, questions may e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at

- the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
 - C. No questions will be accepted after January 26, 2022, noon. The final responses will be e-mailed and posted to the website no later than February 2, 2022 by the close of business.
 - D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda. 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 the SWORWIB and 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 the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

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

- A. Public officials; including but not limited to the Hamilton County Commissioners;
- B. SWORWIB Board members and employees; and
- C. Any HCJFS employees, except for the RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after January 19, 2022 no later than 12:00 noon.

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 RFP Contact Person no later than January 19, 2022, noon 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, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to January 19, 2022, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

SWORWIB/H CJFS may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, 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 e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.org>

3.9 Availability of Funds

Contract awards are conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty will accrue to HCJFS in the event either provision is exercised. SWORWIB/H CJFS will not be obligated or liable for any future payments due or for any damages as a result of termination.

4.0 SUBMISSION OF PROPOSAL

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

If, in the opinion of SWORWIB/H CJFS, information included within Provider's proposal was intended to mislead the SWORWIB/County in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person, Kris Bullock, via email to the following email address: Hamil_ContractServicesProcurement@jfs.ohio.gov on or before February 16, 2022, no later than 1:00 p.m.. *Proposals received after this date and time will not be considered.*

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

SWORWIB Area 13 reserves the right to:

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

The recommendation of SWORWIB staff and AdHoc Youth Procurement Committee, the decision by the full SWORWIB and the approval 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 Contract

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 on or before February 16, 2022 no later than 1:00 p.m. will be performed 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. Registry for RFP
- B. Timely Submission – The proposal is received via email by the RFP Contact Person on or before February 16, 2022 no later than 1:00 p.m. and according to instructions. Proposals received after 1:00 p.m. on February 16, 2022 will be deemed unqualified.
- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

Stage 2. SWORWIB Ad-Hoc Youth Procurement Committee (Review Committee)

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff, SWORWIB representatives and other individuals designated by SWORWIB and 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's proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.

Meets Requirement	Provider's proposal 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 and SWORWIB 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 and incorporated into the overall rating for the proposal. 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 the SWORWIB determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB's interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits may be conducted with Providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation Scoring

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. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.

- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

If the SWORWIB determines that it 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 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% 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 Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, SWORWIB will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of the SWORWIB, HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of SWORWIB and Provider.
- D. If SWORWIB/HCJFS and 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 SWORWIB/HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by SWORWIB/HCJFS, on behalf of

SWORWIB, HCJFS will terminate the Contract discussions with Provider. In such event, SWORWIB/HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, 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 RFP 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

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

- A. Be placed in a sealed envelope;
- B. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
- C. Be placed in the required order of the response format.

For example if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then

- the word "Trade Secret" would be stamped in the corner of Page 6;

- Page 6 would be placed in an envelope; and
- The envelope is stamped as containing a “Trade Secret” is placed after page 5.

DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS 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 HCJFS to release such documents.

It is Provider’s sole responsibility to legally defend the actions of HCJFS for withholding Provider’s documents as trade secrets or otherwise exempted information if the issue is challenged.

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.

4.11 Public Record Requests Regarding this RFP

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

Attachment A

Cover Sheet

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
YOUTH SERVICES UNDER THE COMPREHENSIVE CASE MANAGEMENT AND
EMPLOYMENT PROGRAM / WORKFORCE INVESTMENT AND OPPORTUNITY ACT (WIOA)
Bid No: RFP KB02-21R**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

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

Phone Number: _____ E-Mail: _____

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

Person(s) authorized to negotiate with HCJFS:

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

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

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

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

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

Amount of funds requested for the 1 st 12 months of the initial term: 7/1/22 – 6/30/23	Amount of funds requested for the 2nd 12 months of the initial term: 7/1/23 – 6/30/24	Amount of funds requested for the 1 st Renewal Term of 12 months: 7/1/24 – 6/30/25	Amount of funds requested for the 2nd Renewal Term of 12 months: 7/1/25 – 6/30/26
Total CCMEP Program expenses \$ _____	Total CCMEP Program expenses \$ _____	Total CCMEP Program expenses \$ _____	Total CCMEP Program expenses \$ _____
Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____
\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____

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
CCMEP Youth Services
Bid No: RFP KB02-21R

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 ? by 3:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on ?
- _____ 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 (?). Soft copy completed in Excel format, Section 2.3
- _____ H) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, budget narrative must be completed for initial contract term and one for one year renewal option. (total of 2) Section 2.3
- _____ I) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ J) Personnel Qualifications are included, Section 2.5

Attachment B

Contract Sample

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

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio and the Mayor of the City of Cincinnati on behalf of the Southwest Ohio Region Workforce Investment Board (SWORWIB) serving pursuant to the Workforce Innovation and Opportunity Act for Service Area #13 of Ohio, through the Hamilton County Department of Job & Family Services (hereinafter "HCJFS") and **Entity Name**, (Hereinafter "Provider") with an office at **Address, Cincinnati, Ohio, 45xxx**, whose telephone number is (513) xxx-xxxx for the purchase of **Workforce Innovation and Opportunity Act ("WIOA") and Comprehensive Case Management and Employment Program (CCMEP) In-School or Out of School Youth Services.**

HCJFS has been designated as the Fiscal Agent pursuant to an Intergovernmental Agreement effective July 1, 2015 between the Board of County Commissioners, Hamilton County, Ohio (BOCC) and the City Council of the City of Cincinnati, Ohio. In this same Intergovernmental Agreement HCJFS is designated as the Administrative Agent.

1. TERM

This Contract will be effective from _____ through _____ (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed **\$\$\$\$\$\$\$\$\$.00** for the Initial Term unless amendment by formal agreement.

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

Year 1 of the Initial Term: **MM/DD/YYYY – MM/DD/YYYY: \$\$\$\$\$\$\$\$0.00**

Year 2 of the Initial Term: **MM/DD/YYYY – MM/DD/YYYY: \$\$\$\$\$\$\$\$0.00**

In addition to the terms set forth above, Contract may be renewed, at the County's option in consultation with the SWORWIB and the City of Cincinnati for two (2) additional one (1) year terms at the prices set forth below. County will provide Vendor written notice of its intention to renew the Contract at least thirty (30) days prior to the expiration of the term then in effect.

Renewal Year 1 2024/2025 \$

Renewal Year 2 2025/2026 \$

HCJFS reserves the right to modify the amounts set forth in the initial Term of the Contract, as it deems necessary. The value of the Contract may be reduced after the third month of the Initial Term if the Provider is more than twenty percent (20%) below projected expenses. After the third month of the Initial Term, if additional federal funding becomes available and Provider's performance is in full compliance with the terms and conditions of the Contract (in the sole opinion of HCJFS after consultation with SWORWIB), then the total value of the Contract may be increased upon mutual consent of the parties. If however, federal funding that is earmarked for the Contract is reduced, then HCJFS, after consultation with SWORWIB may reduce the total value of the Contract.

For Renewal Terms #1 and #2, any increases in the value of the Contract will be at the sole discretion of HCJFS, after consultation with SWORWIB subject to funding availability and contract performance. Notwithstanding the above, any increase in the value of the Contract will be limited to a three percent (3%) increase over the value from the prior term. HCJFS does not guarantee that the value will be increased from one term to the next. Nothing in this Contract or Exhibit I – Request for Proposal should be construed as a guarantee of any increase in the Contract amount.

This Contract is awarded as a result of RFP # SCNNNN-R, Request for Proposals for Youth Services under the Workforce Innovation and Opportunity Act (WIOA), issued by the SWORWIB in collaboration with the Mayor of the City of Cincinnati and Hamilton County.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein) and without limiting anything set forth herein, Provider agrees to perform the WIOA In-School Youth Services as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider's Proposal and Exhibit III, Scope of Service (the "Service(s)). The parties agree

that a unit of service is defined in Exhibit I, Request for Proposal and Exhibit II – the Provider’s Proposal for the Out of School Youth Services.

Exhibits for this Contract are as follows:

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider’s Proposal;
3. Exhibit III – Scope of Service;
4. Exhibit IV through Exhibit IV-B –Budget;
5. Exhibit V – WIA Youth Services Monthly Expenditure Report; and
6. Exhibit VI – Release of Personnel Records and Criminal Records Check.

B. ORDER OF PRECEDENCE

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

1. Exhibit I – Request for Proposal;
2. Exhibit III – Scope of Service;
3. Exhibit IV through Exhibit IV-A – Budget; then
4. Exhibit II – Provider’s Proposal.

C. PROVIDER RESPONSIBILITY

1. Any program description intended for internal or external use shall mention referrals and funding are provided by the SWORWIB and the Hamilton County Department of Job and Family Services.
2. Provider is required to utilize and enter all data relating to the youth into Ohio’s Workforce Case Management System (OWCMS). In the event that there are delays in the OWCMS system from ODJFS, the Provider shall maintain manual records.

3. Provider must utilize all forms required by HCJFS, Ohio Department of Job and Family Services (ODJFS), and the United States Department of Labor (DOL).
4. Provider is required to operate its youth program in compliance with all federal, state, local laws, rules and regulations, Employment and Training Guidance Letters including but not limited to WIOA laws and rules as well as SWORWIB policies/
5. Provider is required to attend all meetings and trainings as directed by HCJFS and required by the SWORWIB. In addition, Provider shall attend all SWORWIB Emerging Workforce Committee meetings.
6. Records of all service provided to all Consumers 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.
7. Provider is required to submit a final performance deliverable report no later than ninety (90) days following the end date of service for each year of the Initial Term as well as for each Renewal Term. Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.
8. SWORWIB and HCJFS reserve the right to request additional reports at any time during the Contract period. Provider shall furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
9. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for any service rendered to a Consumer pursuant to this Contract. No fees or additional cost shall be charged to any Consumer for the services without express HCJFS approval. Such approval must be made by way of a Contract amendment.

Determine if the following paragraph is appropriate:

10. Provider agrees to enroll eligible youth referred by HCJFS from contracts that terminated on June 30, 2015 regardless of whether these additional referred youth increase the number of youth served by Provider above the count of individuals

Provider proposed to serve in Exhibit II – Provider’s Proposal.. HCJFS will compensate the Provider for the transition services provided to these additional youth served.

3. BILLING AND PAYMENT PROCEDURE

- A. Expense Reimbursement – For services rendered during this Contract, Provider shall be reimbursed for One Hundred Percent (100%) of its incurred expenses. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit IV through Exhibit IV-A – Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than the amount set forth in Exhibit IV through Exhibit IV-A – Budget for such expense for the time period set forth on such exhibit(s).
- B. Billing and Payment – Original invoices, signed by Provider, will be sent to HCJFS within thirty (30) days after the service month. Provider shall make all reasonable efforts to include all service provided during the service period on the invoice.
- C. All invoices should include the name and a unique identifier for the consumer, and supporting documentation for cost.
- D. HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received. The Provider agrees to produce reports on the status of consumers’ progress toward program completion.
- E. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
- F. For accurate invoices which are received timely, HCJFS will make every reasonable effort to affect payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
- G. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll

registers, etc. used to generate the dollar amount of expense for each line set forth on the invoice.

- H. Provider warrants that claims made for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.
- I. The following items are not acceptable on invoices:
 - a. White out is not allowed anywhere on an invoice;
 - b. Stamped signatures – all signatures must be original; and
 - c. Faxed or copied invoices.
- J. Provider warrants and represents the following costs are not included in the Budget, Exhibit XX and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal

of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program. Provider further understands and agrees that any funds received pursuant to this Contract must be tracked and reported separately from any other WIOA funds received by Provider.

K. Miscellaneous Payment Provisions

1) Additional Payment

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No additional fees or costs shall be charged without prior written approval of HCJFS.

2) Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

3) Remittance Address

In order to ensure timely payment of submitted invoices, Provider agrees to immediately report any changes in its organization's remittance address to HCJFS contract specialist.

4. ELIGIBILITY FOR SERVICES

Provider agrees that it is responsible for determining eligibility for WIOA Youth Services under the Title 1 B, Chapter 2 Youth Workforce Investment Activities, in accordance with the rules and regulations set forth in the WIOA legislation. A participant is defined in federal statute, and in this contract as "An individual who has been registered pursuant to 20 CFR 663.105, has been determined eligible and is receiving services (except for follow up services) under a program or activity authorized by Title I of the Workforce Innovation and Opportunity ACT of 2014."

Individuals receiving services under this Contract will be referred to as “Participants” or “Consumers”.

5. 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.

6. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for Services. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the Services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the Services provided under this Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

7. TERMINATION

- A. Termination for Convenience

- 1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. 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.

8. 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. 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.

9. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination on the Consumers.

10. DISPUTE RESOLUTION

The Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under Section 12, Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of the parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of forty-five (45) 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. The Steps are as follows:

Step 1

Representative for Service Area #13 of Ohio: WIOA/Workforce Development Program Manager;

Representative for Provider: Program Director;

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

Step 2

Representative for Service Area #13 of Ohio: WIOA Project Manager;

Representative for Provider: Executive Director;

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

Step 3

Representative for Service Area #13 of Ohio: Assistant Director, HCJFS and the SWORWIB President;

Representative for Provider: Executive Director, President.

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.

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

Notwithstanding the above, nothing contained in this Contract shall preclude BOCC and HCJFS from pursuing any remedies available at law or in equity at any time which it deems necessary and appropriate for the protection of the public health, safety or welfare.

11. WARRANTIES AND REPRESENTATIONS

A. Provider warrants and represents that it will not purchase telecommunication & video surveillance from prohibited list of selected vendors - Providers must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

controlled by, or otherwise connected to, the government of a covered foreign country.

- B. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.
- C. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- D. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- E. Provider warrants and represents 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. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
- F. Provider warrants and represents 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.
- G. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

12. QUALITY REVIEW

Provider agrees to participate in and comply with the requirements of HCJFS for program and fiscal compliance monitoring of the Contract and to observe and comply with all other applicable protocols, policies, guidelines and programs established by the United States Department of Labor, ODJFS, SWORWIB or HCJFS.

13. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

14. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.
- B. The monthly contract program financial report shall be submitted to the HCJFS Contract Services Section no later than sixty (60) days after the end of the service month.
- C. The monthly reports detailing all youth services under WIOA shall be submitted to the HCJFS Contract Services Section no later than ten (10) days after the end of the service month.
- D. HCJFS reserves the right to request additional reports and information at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such requested reports and information. HCJFS may exercise this right without a Contract amendment.
- E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

15. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site, so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the Services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

16. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

- A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990

(42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). 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, Consumers shall not be required to pay for such assistance.

- B. Provider shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

18. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

19. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other’s employees for employment. The term “Provider” includes any agent or representative of the Provider.

20. RELATIONSHIP

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

21. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the 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 the Provider's ability to perform the services required under this Contract. The 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 agrees there is no financial interest involved on the part of any employee or officer of HCJFS or 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 a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

Provider will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

22. DISCLOSURE

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

23. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS Consumers. Provider understands access to the identities of any HCJFS

Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Provider agrees that the use or disclosure of information concerning HCJFS Consumers for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure all Consumer documentation is protected and maintained in a secure and safe manner.

24. PUBLIC RECORDS

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

25. AVAILABILITY AND RETENTION OF RECORDS

A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, Consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and Consumer records used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. 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 Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, 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, 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 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.

- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

26. AUDIT REQUIREMENTS

- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. 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.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked to sign a Repayment Agreement with HCJFS. Provider agrees 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. If repayments are not made according to the Repayment Agreement terms, HCJFS may, in its sole discretion, elect to withhold future payments to Provider until the Provider has repaid to HCJFS the funds in full. Payments withheld more than sixty (60) days may be canceled and may 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. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

- C. Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.
- 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.
- E. HCJFS reserves the right to evaluate programs of Provider and its subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

27. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of 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.

28. DEBT CHECK PROVISION

The Debt Check Provision, ORC 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 whom 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 and represents a finding for recovery has not been issued to the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

29. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the Services provided pursuant to this Contract. HCJFS

may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

30. PROPERTY OF HAMILTON COUNTY

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. BOCC is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the Deliverables not so conveyed to BOCC, then Provider agrees to and by executing this Contract hereby does assign to BOCC all worldwide rights, title, and interest in and to the Deliverables. BOCC acknowledges that its sole ownership of the Deliverables under this Contract 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.

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 BOCC, 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 BOCC 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 BOCC determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

31. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. 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).
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and 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. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. 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 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 for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider 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.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. 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: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.

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

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

6. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties

enumerated in this section.

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

32. 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 BOCC, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (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, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, 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.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified parties and Provider. In the event Provider fails to defend the Indemnified Parties

as set forth in this paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the contract for any reason.

33. RESERVED

34. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

If contacted by the media about this Contract, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

35. MARKETING

Any program description intended for internal or external use shall contain a statement that funding for such program is provided by the Board of County Commissioners, Hamilton County, Ohio on behalf of the Hamilton County Department of Job and Family Services.

36. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

37. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act ("HIPAA") requirements and meet all HIPAA compliance dates.

38. SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with the requirements of ORC 2151.86. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and provide updated notifications of subsequent Criminal Activity for each such person thereafter through their enrollment in the Ohio Attorney General's Bureau of Criminal Investigation's ("BCI") Retained Applicant Fingerprint Database continuous criminal record monitoring service ("Rapback Service")

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Exhibit III. Provider shall allow inspection and audit of the above criminal records' transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

- B. Provider shall not transport Consumers. Provider shall not assign any individual to work with Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.
- C. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- D. All completed and documented checks shall be maintained in the employee file.
 - 1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit III - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work or volunteer with consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
- E. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

 - 1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - 2. If Provider is seeking rehabilitation for any other individual serving Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS's sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport HCJFS Consumers.

F. 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.

39. LOBBYING

During the term of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents 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 this Contract.

40. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure 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.

41. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity

Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

42. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

Provider agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement. Such provisions include but are not limited to OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of all health care documentation shall be maintained in Consumer's case file and supplied to HCJFS upon receipt by the Provider.

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.

43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulation. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

44. ENERGY POLICY AND CONSERVATION ACT

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

45. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of this Contract and prior to the time this Contract was entered into, Provider submitted a statement in accordance with ORC Section 5719.042 related to personal property taxes. In compliance with the statute, a copy of such statement is incorporated in this Contract as if fully set forth herein.

46. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by 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 HCJFS. Notwithstanding any other provisions of this Contract affording 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.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known 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.

47. GOVERNING LAW

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

48. LEGAL ACTION

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

49. 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 HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

50. 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.

51. AMENDMENT

This writing constitutes the entire agreement between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that 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 enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and BOCC and effective as of the date of enactment of the law, statute, or regulation.

52. 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.

53. 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.

54. 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 that 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.

55. 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.

56. CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name & Email Address	Telephone	Department	Responsibility
Marci TerreBlanche Marci.TerreBlanche@jfs.ohio.gov	(513) 946-2073	Contract Services	contract changes, contract language
Tim Dinger Tim.Dinger@jfs.ohio.gov	(513) 946-1391	Program Management	service point of contact, service authorization, invoice review
Jill Flake Jill.flake@jfs.ohio.gov	(513) 946-1607	Fiscal	billing & payment, invoice processing

Jim Tinker Jim.tinker@jfs.ohio.gov	(513) 946- 1728	Communications Director	Media inquiries, media and communications questions
---------------------------------------	--------------------	----------------------------	--

B. Provider Contacts -HCJFS should contact the following Provider staff with any questions:

Name & Email Address	Telephone	Department	Responsibility
		Business Management	contract changes, contract language

57. WIOA RULES AND REGULATIONS

Provider acknowledges that funding for this Contract is provided pursuant to the Workforce Innovation and Opportunity Act (“WIOA”). Provider agrees to accommodate all reasonable requests by HCJFS and SWORWIB in complying with any rules, regulations, and pronouncements required by federal and state officials in their administration of the WIOA. Provider further agrees to follow all federal and state rules and regulations applicable to the WIOA and its status as a sub-recipient under this Contract.

In this same regard, Provider agrees that it will cooperate with any amendments to this Contract which are necessary for SWORWIB, the BOCC, HCJFS or the Mayor of the City of Cincinnati to comply with WIOA laws, rules and regulations.

58. 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

Provider Name

Contact Name

Street

Cincinnati, OH 45xxx

As to Service Area #13 of Ohio

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
Jason Ashbrook Marshall, President
Great Oaks – Instructional Resource Center – Room 102
100 Scarlet Oaks Drive
Cincinnati, Ohio 45241

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

59. PATENT RIGHTS

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement (O.A.C. 5101:9-4-07(K)(7) and (45 C.F.R. 92.36(i)(8)).

60. COPYRIGHTS AND RIGHTS IN DATA

Provider agrees to comply with all applicable standards, orders or regulation issued relating to awarding agency requirements pertaining to copyrights and rights in data (O.A.C. 5101:9-4-07(K) (9) and 45 C.F.R. 92.36(i) (9)).

SAMPLE

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

SIGNATURES

Provider: _____

Authorized Provider Representative

Title: _____ Date: _____

By: _____ Date: _____

Jeffrey Aluotto, County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____

Amy Story, Interim Director
Hamilton County Department of Job & Family Services

Approved By: _____ Date: _____

Mayor of Cincinnati/Chief Lead Elected Official

Recommended by: _____ Date: _____

Workforce Investment Board President

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

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

SAMPLE

Attachment C

Budget And Instructions

ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

TO

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
L. INCENTIVES	0.00	0.00	0.00	0.00	0.00	0.00
M. TUITION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
N. SUPPORT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	0.00	0.00	0.00	0.00	0.00	0.00

ESTIMATED TOTAL OF YOUTH TO BE ENROLLED FOR THIS CONTRACT		COST PER YOUTH=
--	--	------------------------

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
----------------------	------	------	------	------	------	------

TOTAL EXPENSE
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
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0.00

0.00

A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

[illegible]

Salaries Narrative. Describe how each position relates to the service proposed.
Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES							
FICA %							0.00
WORKER'S COMP. %							0.00
UNEMPLOYMENT %							0.00
BENEFITS							
RETIREMENT							0.00
HOSPITAL CARE							0.00
OTHER (SPECIFY)							0.00
							0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

CONTRACTED SERVICES (Indicate type, function performed, and estimate of use)	CCMEP WIOA PROGRAM	CCMEP WIOA PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	CONTRACT EXPENSE	DIRECT SERVICES	TOTAL EXPENSE
							0.00
							0.00
							0.00
							0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENC E	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES							
OFFICE							0.00
CLEANING							0.00
PROGRAM							0.00
OTHER (SPECIFY)							0.00
							0.00
							0.00
TOTAL CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Consumable Supplies Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENC E	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL CONTRACT
E. OCCUPANCY COSTS							
RENTAL @ PER SQ. FT.							0.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST							0.00
MAINTENANCE & REPAIRS							0.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER							0.00
TELEPHONE							0.00
OTHER (SPECIFY)							0.00
							0.00
							0.00
TOTAL OCCUPANCY COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Occupancy Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT	TOTAL EXPENSE
F. TRAVEL COSTS							
GASOLINE & OIL							0.00
VEHICLE REPAIR							0.00
VEHICLE LICENSE							0.00
VEHICLE INSURANCE							0.00
OTHER (PARKING)							0.00
MILEAGE REIMBURSE.@ _____ PER MILE							0.00
CONFERENCES & MEETINGS, ETC.							0.00
PURCHASED TRANSPORTATION							0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT	TOTAL EXPENSE
G. INSURANCE COSTS							
LIABILITY							0.00
PROPERTY							0.00
ACCIDENT							0.00
OTHER							0.00
TOTAL INSURANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Insurance Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT	TOTAL EXPENSE
H.EQUIPMENT COSTS							
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)							
							0.00
							0.00
							0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)							0.00
							0.00
							0.00
							0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)							
							0.00
							0.00
							0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Please type narrative here.

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

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

ITEM(S) TO BE DEPRECIATE D	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATIO N	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTE D PROGRAM
			0.00	0.00	0.00	0	0.00	100.00%	0.00	
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			0.00		0.00		0.00		0.00	

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
LMISCELLANEOUS COSTS							
							0.00
							0.00
							0.00
							0.00
							0.00
TOTAL MISCELLANEOUS COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN (For profit entities only)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Please type narrative here.

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 Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	(Insert Program) ADMIN	(Insert Program) PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
L. INCENTIVES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
M. TUITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
N. SUPPORTIVE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND CONTRACT TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

L. Please type narrative here

M. Please type narrative here

N. Please type narrative here

REVENUES BY PROGRAM SERVICES	CCMPE WIOA PROGRAM	CCMEP TANF PROGRAM	WORK EXPERIENCE	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)							
							0.00
							0.00
							0.00
B. OTHER FUNDING							
FEES FROM CLIENTS							0.00
CONTRIBUTIONS							0.00
							0.00
							0.00
							0.00
							0.00
AWARDS & GRANTS							0.00
							0.00
OTHER (specify)							0.00
							0.00
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Revenue Narrative

Please type narrative here.

Attachment C

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) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 through 10. 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 10) are finalized. The total amounts for each expense type on this page (A through N) should equal the total amounts of each section on pages 2 through 9.

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)	(8)
	CCMEP –WIOA	CCMEP-TANF	<u>WORK PARTICIPATION</u>	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICE	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							
TOTAL PROGRAM EXPENSES							
L. INCENTIVES							
M. TUITION SERVICES							
N. SUPPORT SERVICES							
GRAND TOTAL							

1

**ESTIMATED TOTAL UNITS OF YOUTH TO BE SERVED (for an estimated cost per youth): _____

**TOTAL PROGRAM EXPENSES / # OF YOUTH SERVED
= COST PER YOUTH: \$ _____

Although we are asking for a cost per youth, this is a **COST REIMBURSEMENT CONTRACT.

TOTAL REVENUE*							
-----------------------	--	--	--	--	--	--	--

*As the amounts for revenue are entered on page 10 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 9. **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: Column 6 is the sum of Columns 2 through 5.

Column 7: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 9. For example, if your agency provides both WIOA Youth Services and Non WIOA Youth Services and you are responding to a Request For Proposals (RFP) for WIOA Youth Services, all costs associated with Non WIOA Services should be entered under "Other Direct Serv".

Column 8: Column 8 is the sum of Columns 6 through 7.

PAGE 2 - SECTION A - STAFF SALARIES

This section is used to list all positions by position title, number of staff per position, annual salary per position, percent of time to program per position and total contract salaries cost per position and 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)	(11)	(12)
POSITION TITLE	# STAFF	Annual Salary	Percent of time to program	ANNUAL CONTRACT COST	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL SALARIES											

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: 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.
- Column 4: Indicate the percentage of each staff/position salary allocated to the service being proposed.

Column 5: List the annual salary cost for the allocated to the contract.

Columns 6-8: List the salary costs that are directly associated with the position titles for the proposed service.

Column 9: Enter the salary costs that are indirectly associated with the service being proposed.

Column 10: Column 10 is the sum of Columns 6 through 9.

Column 11: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 12: Column 12 is the sum of Columns 10 through 11.

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)	(8)
B. PAYROLL TAXES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICE	TOTAL EXPENSE
FICA _____ %							
WORKER'S COMP. _____ %							
UNEMPLOYMENT _____ %							
BENEFITS							
RETIREMENT _____ %							
HOSPITAL CARE							
OTHER (SPECIFY)							
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: 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 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES							
OFFICE							
CLEANING							
PROGRAM							
OTHER (SPECIFY)							
TOTAL CONSUMABLE SUPPLIES							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
	CCMEP – WIOA	CCMEP - TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES							
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)							
TOTAL OCCUPANCY COSTS							

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.

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	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							
TOTAL TRAVEL COSTS							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS							
LIABILITY							
PROPERTY							
ACCIDENT							
OTHER							
TOTAL INSURANCE COSTS							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	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)							
TOTAL EQUIPMENT COSTS							

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.

Column 6: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

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
Total										

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS							
TOTAL MISCELLANEOUS COSTS							

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: Column 6 is the sum of Columns 2 through 5.
- Column 7: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 8: Column 8 is the sum of Columns 6 through 7.

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)	(8)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
J. PROFIT MARGIN (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)	(8)	(7)
EXPENSES BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL EXPENSE
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION							

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

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)	(8)
REVENUE BY PROGRAM SERVICES	CCMEP – WIOA	CCMEP – TANF	WORK PARTICIPATION	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SER	TOTAL REVENUE
A. GOVERNMENTAL AGENCY FUNDING (specify agency)							
HCJFS							
B. OTHER FUNDING							
Fees From Clients							
Contributions							
Awards & Grants							
Other (specify)							
TOTAL REVENUE							

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: Column 6 is the sum of Columns 2 through 5.

Column 7: Enter all other revenues that are not associated with the service proposed.

Column 8: Column 8 is the sum of Columns 6 through 7.

PAGE 10 – RENEWAL YEAR ESTIMATED COST SHEET

Please estimate the total expenses and the unit rate by program for renewal years. These estimates will be used in helping HCJFS determine increases for the renewal years.

BCCS CONTRACT BUDGET HCJFS CONTRACT BUDGET

RENEWAL YEAR ESTIMATED COST SHEET

(1)	(2)	(3)	(4)
PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

- Column 1: Please list the program name (ie Out of School/In School CCMEP WIOA, Out of School/ In School CCMEP TANF, Work Participation)
- Columns 2: Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please list the estimated total expenses for renewal year 2 by program.
- Column 3: Please enter the estimated cost per youth for renewal year 1 by program. Further down under the second set of headings, please list the estimated cost per youth for renewal year 2 by program.
- Column 4: Please write a detailed narrative of justifying the increased costs and cost per youth.

Attachment

C-1

Sample Budget

2.3 Budgets and Cost Considerations

HCJFS CONTRACT BUDGET

AGENCY: ACME

BUDGET PREPARED FOR PERIOD

(for reference p

NAME OF CONTRACT PROGRAM: CCMEP-WIOA
OUT OF SCHOOL YOUTH SERVICES

REVISED 9/20/17

TO 06/30/2017

07/01/2015

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	CCMEP-WIOA PROGRAM	TANF CCMEP PROGRAM	Work Experience	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
A. STAFF SALARIES	138,637.50	82,500.00	45,000.00	3,112.50	269,250.00	178,750.00	448,000.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	20,415.70	18,689.80	0.00	2,373.28	41,478.78	90,343.01	131,821.79
C. PROFESSIONAL & CONTRACTED SERVICES	10,250.00	2,450.00	0.00	0.00	12,700.00	19,100.00	31,800.00
D. CONSUMABLE SUPPLIES	18,000.00	6,500.00	0.00	0.00	24,500.00	17,150.00	41,650.00
E. OCCUPANCY	15,000.00	8,300.00	0.00	0.00	26,795.00	21,600.00	48,395.00
F. TRAVEL	5,500.00	1,800.00	0.00	0.00	7,300.00	3,240.00	10,540.00
G. INSURANCE	3,000.00	1,550.00	0.00	0.00	4,550.00	4,000.00	8,550.00
H. EQUIPMENT	3,900.00	3,300.00	0.00	0.00	7,220.00	6,080.00	13,300.00
I. MISCELLANEOUS	1,200.00	650.00	0.00	0.00	1,850.00	80,400.00	82,250.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	215,903.20	125,739.80	45,000.00	5,485.78	392,128.78	420,663.01	812,791.79
ALLOCATION OF MGT/INDIRECT COSTS	2,742.89	1,920.02	822.87	-5,485.78	0.00	0.00	0.00
TOTAL PROGRAM EXPENSES	218,646.09	127,659.82	45,822.87	0.00	392,128.78	420,663.01	812,791.79
L. INCENTIVES	6,000.00	2,500.00	0.00	0.00	8,500.00	4,000.00	12,500.00
M. TUITION SERVICES	6,000.00	1,800.00	0.00	0.00	7,800.00	2,000.00	9,800.00
N. SUPPORT SERVICES	14,000.00	8,000.00	91,363.28	0.00	113,363.28	3,600.00	116,963.28
GRAND TOTAL	244,646.09	139,959.82	137,186.15	0.00	521,792.06	430,263.01	952,055.07

ESTIMATED TOTAL OF YOUTH TO BE
ENROLLED
FOR THIS CONTRACT

210.00 COST PER YOUNG PERSON 2,881.65

TOTAL REVENUE	244,646.09	139,959.82	137,186.15	0.00	521,792.06	442,575.82	964,367.88
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A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

POSITION TITLE	# STAFF	Annual Salary	% OF TIME TO PROG	Annual Cost	CCMEP WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
Education Director	1.00	\$50,000.00	1.00	\$50,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Workforce Coach	1.00	\$30,000.00	1.0	\$30,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Employment Manager	1.00	\$48,000.00	0.8	\$36,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$0.00	\$36,000.00	\$12,000.00	\$48,000.00
Office Administrator	1.00	\$25,000.00	0.5	\$12,500.00	\$10,000.00	\$2,500.00	\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$25,000.00
Accounting Supervisor	1.00	\$60,000.00	0.3	\$15,000.00	\$12,750.00	\$0.00	\$0.00	\$2,250.00	\$15,000.00	\$45,000.00	\$60,000.00
Acct Receivable Assistant	1.00	\$25,000.00	0.1	\$1,250.00	\$1,062.50	\$0.00	\$0.00	\$187.50	\$1,250.00	\$23,750.00	\$25,000.00
Vice President	1.00	\$90,000.00	0.1	\$4,500.00	\$3,825.00	\$0.00	\$0.00	\$675.00	\$4,500.00	\$85,500.00	\$90,000.00
TOTAL SALARIES		\$448,000.00		\$269,250.00	\$138,637.50	\$82,500.00	\$45,000.00	\$3,112.50	\$269,250.00	\$178,750.00	\$448,000.00

Salaries Narrative. Describe how each position relates to the service proposed. Ex: of description for Education Director.
The budget shows the positions associated with our Out of School CCMEP Youth Program. Staffing consists of the following:

1 Education Director -	100% allocated to CCMEP Youth (can split between funding	Oversees education services as well as direct service providers that provide case management services to CCMEP participants. Ensure that program is meeting contract goals and support
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EXPENSES BY PROGRAM SERVICES	CCMEP-WIOA	CCMEP-TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B. PAYROLL TAXES							
FICA 7.625%	\$15,250.00	\$15,250.00	\$0.00	\$2,373.28	\$32,873.28	(\$3,637.74)	\$29,235.54
WORKER'S COMP. 2.6198% for Program Staff, .1248% for Clerical Staff	\$3,929.70	\$2,619.80	\$0.00	\$0.00	\$6,549.50	\$2,546.22	\$9,095.72
UNEMPLOYMENT	\$345.00	\$230.00	\$0.00	\$0.00	\$575.00	\$704.09	\$1,279.09
BENEFITS							
RETIREMENT 4%	\$600.00	\$400.00	\$0.00	\$0.00	\$1,000.00	\$11,451.85	\$12,451.85
Medical & Dental Insurance 13%	\$195.00	\$130.00	\$0.00	\$0.00	\$325.00	\$76,079.12	\$76,404.12
Life, Accidental Death and Long Term Disability Insurance .06%	\$96.00	\$60.00	\$0.00	\$0.00	\$156.00	\$3,199.47	\$3,355.47
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	\$20,415.70	\$18,689.80	\$0.00	\$2,373.28	\$41,478.78	\$90,343.01	\$131,821.79

Employee Payroll Taxes & Benefits Narrative.

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary. Benefits for full time employees include hospitalization, retirement, group life and disability insurance.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and	CCMEP WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Payroll Processing	0.00	0	0	0	0.00	2,700.00	2,700.00
Audit & Tax Services	4,000.00	1,000.00	0.00	0.00	5,000.00	600.00	5,600.00
IT Consulting	1,250.00	700.00	0.00	0.00	1,950.00	5,300.00	7,250.00
Marketing & PR	3,500.00	50.00	0.00	0.00	3,550.00	0.00	3,550.00
Professional Development Consulting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Professional Services	1,500.00	700.00	0.00	0.00	2,200.00	10,500.00	12,700.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	10,250.00	2,450.00	0.00	0.00	12,700.00	19,100.00	31,800.00

Professional Fees & Contracted Services Narrative

Please type narrative here.

Payroll Processing Fees- Agency payroll is processed by I ??? % processed
Audit & Tax Services- Cost shared by other agency programs based on FTE's in program divided by total agency FTE's. (6%)
IT Consulting Services- Cost shared by other agency programs based on FTE's in program divided by total agency FTE's. (6%)
Marketing & PR Services- Marketing & Recruitment for Program
Professional Development Consulting- Consultants to provide services for Staff Development for CCMEP staff
Other Professional Services- Includes all other agency contracted services not related to CCMEP programming

EXPENSES BY PROGRAM SERVICES	CCMEP-WIOA	(TANF) PROGRAM	Work Experience	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES							
OFFICE	2,000.00	1,000.00	0.00	0.00	3,000.00	1,100.00	4,100.00
CLEANING	1,000.00	500.00	0.00	0.00	1,500.00	50.00	1,550.00
PROGRAM	15,000.00	5,000.00	0.00	0.00	20,000.00	16,000.00	36,000.00
					0.00		0.00
TOTAL CONSUMABLE SUPPLIES	18,000.00	6,500.00	0.00	0.00	24,500.00	17,150.00	41,650.00

Consumable Supplies Narrative

Office Supplies- Split between programs in building based on program FTE's divided by total FTE's in building

Cleaning Supplies- Split between programs in building based on program FTE's divided by total FTE's in building

Program Supplies- Includes snacks for students, graduation expenses, and community building opportunities among youth.

EXPENSES BY PROGRAM SERVICES	CCMEP WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT SERVICES	TOTAL EXPENSE
E. OCCUPANCY COSTS							
RENTAL @ PER SQ. FT.	2,000.00	1,000.00	0.00	450.00	3,450.00	3,800.00	7,250.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST			0.00	0.00	0.00		0.00
MAINTENANCE & REPAIRS	5,000.00	2,500.00	0.00	1,125.00	8,625.00	700.00	9,325.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER	3,000.00	1,800.00	0.00	720.00	5,520.00	8,800.00	14,320.00
TELEPHONE	5,000.00	3,000.00	0.00	1,200.00	9,200.00	8,300.00	17,500.00
OTHER (SPECIFY)				0.00	0.00		0.00
				0.00	0.00		0.00
				0.00	0.00		0.00
TOTAL OCCUPANCY COSTS	15,000.00	8,300.00	0.00	3,495.00	26,795.00	21,600.00	48,395.00

Occupancy Costs Narrative

Rental- Split between programs using building based on square footage.

Maintenance & Repairs- Includes HVAC maint, minor building/grounds repairs and upkeep. All costs split between programs at sites based on square footage of building used.

Utilities- Gas/Electric & Water/Sewer split by programs in buildings based on square footage.

Telephone- Phone Lines, Fax Lines, Internet Services & cellular phones. Split between programs in each building based FTE's in program divided by total FTE's in building.

EXPENSES BY PROGRAM SERVICES

EXPENSES BY PROGRAM SERVICES	CCMEF- WIOA	(TANF) PROGRAM	WORK Experience	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT	TOTAL EXPENSE
F. TRAVEL COSTS							
GASOLINE & OIL	0.00	0.00	0.00	0.00	\$0.00	40.00	40.00
VEHICLE REPAIR	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00
VEHICLE LICENSE	0.00	0.00	0.00	0.00	\$0.00	20.00	20.00
VEHICLE INSURANCE	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00
OTHER (PARKING)	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00
MILEAGE REIMB. @ 54 CENTS PER MILE	2,000.00	800.00	0.00	0.00	\$2,800.00	380.00	3,180.00
CONFERENCES & MEETINGS, ETC.	3,500.00	1,000.00	0.00	0.00	\$4,500.00	2,800.00	7,300.00
PURCHASED TRANSPORTATION	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00
TOTAL TRAVEL COSTS	5,500.00	1,800.00	0.00	0.00	7,300.00	3,240.00	10,540.00

Travel Costs Narrative

Please type narrative here.

Mileage Reimb.- Staff mileage reimbursement at IRS rate of \$.54/mile for staff travel to clients and for providing services that are necessary to achieve desired outcomes.

Conferences & Meetings- Costs for staff education, teambuilding & staff meetings to build skills and knowledge to better serve clients.

EXPENSES BY PROGRAM SERVICES	CCMEF- WIOA	(TANF) PROGRAM	WORK Experience	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT	TOTAL EXPENSE
G. INSURANCE COSTS							
LIABILITY	3,000.00	1,550.00	0.00	0.00	4,550.00	4,000.00	8,550.00
PROPERTY	0.00	0.00	0.00	0.00	0.00		0.00
ACCIDENT	0.00	0.00	0.00	0.00	0.00		0.00
OTHER	0.00	0.00	0.00	0.00	0.00		0.00
TOTAL INSURANCE COSTS	3,000.00	1,550.00	0.00	0.00	4,550.00	4,000.00	8,550.00

Insurance Costs Narrative

Please type narrative here.

Liability- Package includes Bond policy, Property, Prof. liability & D&O coverage. Cost split across all agency programs based on # of FTE's in program divided by total agency FTE's.

EXPENSES BY PROGRAM SERVICES	CCMEP-WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
HEQUIPMENT COSTS							
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)							
Network Equipment, Computers & Office Furniture	2,000.00	2,200.00	0.00	0.00	4,200.00	1,500.00	5,700.00
	0.00	0.00	0.00	0.00	0.00	80.00	80.00
					0.00		0.00
TOTAL SMALL EQUIPMENT COSTS	2,000.00	2,200.00	0.00	0.00	4,200.00	1,580.00	5,780.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)							
Copier Maint.	200.00	100.00	0.00	0.00	300.00	700.00	1,000.00
Software Maint Fees	1,220.00	800.00	0.00	0.00	2,020.00	2,000.00	4,020.00
					0.00		0.00
TOTAL EQUIPMENT & REPAIR	1,400.00	900.00	0.00	0.00	2,320.00	2,700.00	5,020.00
EQUIPMENT LEASE COSTS (DETAIL)							
Copier Leases	500.00	200.00	0.00	0.00	700.00	1,800.00	2,500.00
					0.00		0.00
					0.00		0.00
TOTAL LEASE COSTS	500.00	200.00	0.00	0.00	700.00	1,800.00	2,500.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	3,900.00	3,300.00	0.00	0.00	7,220.00	6,080.00	13,300.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Network Equipment, Computers & Phones- Replacement & Purchase of minor IT equipment

Office furniture- Minor replacements to existing furniture and needs for new staff

Copier Maint- Covers Maint contract for all Xerox printers. Cost shared based on # of FTE's in program divided by # of FTE's in building.

Software Maint- costs for agency software programs, agency client tracking database, agency accounting software, etc. If agency wide expense then it is split based on total FTE's in program divided by all agency FTE's.

Copier Lease- Lease amount for Copiers. Cost split by all programs in building based on # of FTE's in program divided by all FTE's in Building

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

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

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 CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer System	N	03/08/2016	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad,TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

EXPENSES BY PROGRAM SERVICES	CCMEP-WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT	OTHER DIRECT SERVICES	TOTAL EXPENSE
L.MISCELLANEOUS COSTS							
POSTAGE	200.00	100.00	0.00	0.00	300.00	1,200.00	1,500.00
PRINTING	1,000.00	550.00	0.00	0.00	1,550.00	8,000.00	9,550.00
FBI background checks	0.00	0.00	0.00	0.00	0.00	150.00	150.00
Membership Dues	0.00	0.00	0.00	0.00	0.00	2,400.00	2,400.00
Staff & Board Awards & Recognition	0.00	0.00	0.00	0.00	0.00	3,300.00	3,300.00
Bank Service Fees	0.00	0.00	0.00	0.00	0.00	350.00	350.00
AmeriCorps Living Allowances & Taxes	0.00	0.00	0.00	0.00	0.00	65,000.00	65,000.00
					0.00		0.00
TOTAL MISCELLANEOUS COSTS	1,200.00	650.00	0.00	0.00	1,850.00	80,400.00	82,250.00
J. PROFIT MARGIN (For profit entities only)							0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	215,903.20	125,739.80	45,000.00	8,980.78	395,643.78	420,663.01	816,306.79

Miscellaneous Costs Narrative.

Postage- Delivery of monthly invoices and other misc. mailing expenses

Printing- Includes copies & printing on in house Xerox machines, Agency Newsletters, Letterhead, Business Cards etc.

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 Cost Narrative.

Please type narrative here.

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	CCMEP- WIOA	CCMEP TANF	Work Experience	MGMT INDIRECT	TOTAL CONTRACT EXPENSE	OTHER DIRECT SERVICES	TOTAL EXPENSE
L. INCENTIVES							
Gift Cards	6,000.00	2,500.00			8,500.00	4,000.00	12,500.00
					0.00		0.00
M. TUITION							
GED Fees, Certification Fees, & Educational Fees	6,000.00	1,800.00			7,800.00	2,000.00	9,800.00
N. SUPPORTIVE SERVICES	14,000.00	8,000.00	82,382.50		104,382.50	3,600.00	107,982.50
GRAND TOTAL	241,903.20	136,239.80	91,363.28	8,980.78	500,026.28	424,263.01	1,402,776.35

L. Please type narrative here

M. Please type narrative here

Tuitions- Fees for certification programs, and other educational/skill building fees.

N. Please type narrative here

Supportive Services- Bus tokens, child care, work clothes, cell phones, GED tests and pretests and other expenses to assist clients with earning their GED and obtaining sustainable employment.

REVENUES BY PROGRAM SERVICES	The Next Level	(TANF) PROGRAM	Work Experience	MGMT INDIRECT	TOTAL WIA EXPENSE	OTHER DIRECT SERVICES	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)							
Foundations					0.00	16,000.00	16,000.00
City of Cincinnati					0.00	89,000.00	89,000.00
Organizations					0.00	118,820.00	118,820.00
CCMEP - WIOA	244,646.09	139,959.82	137,186.15		521,792.06	0.00	521,792.06
B. OTHER FUNDING							
FEES FROM CLIENTS					0.00	0.00	0.00
AWARDS & GRANTS					0.00	218,755.82	218,755.82
Special Events					0.00	0.00	0.00
Miscellaneous Income					0.00	0.00	0.00
Program Service Fees					0.00	0.00	0.00
TOTAL REVENUE	244,646.09	139,959.82	137,186.15	0.00	521,792.06	442,575.82	964,367.88

Revenue Narrative

Please type narrative here.

Attachment D

Provider Certification

Hamilton County Department of Job and Family Services
Provider Certification Document

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

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

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

NOTES:

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

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

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

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

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

Additional comments/notes for Section B:

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

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

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

Additional comments/notes for Section C:

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

Attachment E

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency
(ORC 5719.042)

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

Print Name _____ Date _____

Signature _____

State of Ohio - County of Hamilton Notary

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

Release of Personnel & Criminal Records Checks

Attachment F



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

Employer Name:	
Employee Name:	
Employee Address:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS

Ohio Revised Code Sections 2151.86 and 5153.111 require criminal records and fingerprint-based checks with respect to any person who is responsible for a child's care in out-of-home care. Hamilton County Department of Job and Family Services requires certain of those checks to be performed on an annual basis thereafter.

HCJFS, and its funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record and fingerprint-based checks.

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records and fingerprint-based checks. This authorization is valid from the Authorization Date until one year after the termination of the contract between HCJFS and Provider that requires such criminal records and/or fingerprint-based checks.

Signature: _____

Authorization Date: _____

Attachment G

RFP

Registration

Form

REQUEST FOR PROPOSAL REGISTRATION FORM

RFP KB02-21R

for

YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

All inquiries regarding this RFP are to be in writing and are to be emailed to:

Kris Bullock

Email: Hamil_ContractServicesProcurement@jfs.ohio.gov

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS, 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 the rejection of the Provider's Proposal. This includes attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

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

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

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

***RFP Registration Forms are due: 1/19/2022 9AM**

Only vendors registering for the RFP will be considered for a contract. All other vendors will be disqualified.

Please email this completed page to HCJFS Contract Services at:

Hamil_ContractServicesProcurement@jfs.ohio.gov

Attachment H

WIOA/CCMEP

Resources

Attachment H

WIOA/CCMEP Resources

Ohio Department of Job and Family Services
WIOA State Policy and Guidance Information
http://jfs.ohio.gov/owd/WorkforceProf/policy_info.stm

Ohio Department of Job and Family Services eManual
WIOA Policy Letters
WIOA Manual Transmittal Letters
WIOA Rules
<http://emanuals.jfs.ohio.gov/Workforce/WIOA/>

United States Department of Labor
Training and Employment Guidance Letter No. 10-16
Performance Accountability Guidance for WIOA
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3255

CCMEP Manual Transmittal Letters
CCMEP Manual Procedure Letters
CCMEP Rules
CCMEP Manual Forms
<http://emanuals.jfs.ohio.gov/Workforce/CCMEP/>

Ohio Department of Job and Family Service
WIOA/CCMEP Systems
CCMEP Program and Policy
<http://jfs.ohio.gov/owd/CCMEP/index.stm>

Attachment I

WIOAPL 15 13

Work

Experience for

Youth

WIOAPL 15-13 (Work Experience for Youth)

Workforce Innovation and Opportunity Act Policy Letter No. 15-13

July 15, 2015

TO: Local Workforce Development Boards (WDBs) Directors, Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: Work Experience for Youth

I. **Purpose**

This communication provides guidance on paid and unpaid work experience for the youth program under Title I of the Workforce Innovation and Opportunity Act (WIOA). WIOA administrative entities should convey this guidance to subrecipients and other entities that provide WIOA youth activities and services.

II. **Effective Date**

July 1, 2015

III. **Background**

Under the Workforce Innovation and Opportunity Act, paid and unpaid work experience is an allowable activity and one of the fourteen (14) youth program elements required to be competitively procured when selecting a youth service provider for this activity.

IV. **Definitions**

Incentive: remuneration to participants for successful participation and achievement of expected outcomes as defined in the individual service strategy (ISS).

Internship: a system of gaining on-the-job experience by placement in a work environment for a period of time with the goal to build technical and job awareness skills. Internships may be paid or unpaid.

Job shadowing: a short-term unpaid activity which introduces a participant to the workplace and provides exposure to occupational areas of interest to increase career awareness. Job shadowing is limited and allows youth to observe only.

On-the-job training (OJT): training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
 - Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and
- 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 for the participant.

Pre-apprenticeship programs: programs or set of strategies designed to prepare individuals to enter and succeed in Registered Apprenticeship programs and have a documented partnership with at least one, if not more, Registered Apprenticeship programs.

Stipend: a fixed and regular small payment such as an allowance.

Summer employment opportunities: an activity conducted mainly during the summer months which involves work experience as the primary strategy and must provide direct linkages to academic and occupational learning.

Work experience: a planned, structured learning activity that takes place in a workplace setting for a limited period of time.

V. Requirements

Work experience is one of the fourteen (14) required program elements that must be made available to all registered youth and should be offered throughout the program year. It is a planned, structured learning activity that takes place in a workplace setting for a limited period of time and has an academic and occupational education component. Work experience may be paid or unpaid.

The primary intent of work experience is to help the youth understand proper workplace behavior and what is necessary in order to attain and retain employment. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work experience can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. All work experiences should expose youth to realistic working conditions and task as much as possible.

Work experience must be based on identified needs of the individual youth. Use of work experience situation must be based on an objective assessment and identified on the youth's individual service strategy (ISS).

Paid and unpaid work experience must include academic and occupational education. The types of work experiences include the following categories:

- Internship and job shadowing;
- Summer employment opportunities;
- On-the-Job training; and
- Pre-apprenticeship programs.

Work experience may be conducted in the private-for profit, private non-profit and public sectors. Although a business, public agency or non-profit (hereafter collectively referred to as "work experience provider") may also receive some benefit from work experience in the form of work being done or recruiting a potential new employee, the primary goal of work experience is to benefit the participant.

Per section 129 (c)(4) of the WIOA, not less than 20% of the youth program funds shall be used to provide youth participants with paid and unpaid work experiences.

A. Appropriate Employers

The WDB should seek employers that are committed to helping participants receive the experience and training that is required for employment beyond the work experience period. Employers should be willing to work closely with program staff and be flexible in working with youth who have barriers to employment.

Attention must be given to ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements. Work experience, including internships, in the private for-profit sector must be structured so as not to

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appear to be subsidizing private for-profit operations. The work of the participant should not materially impact the profit margin of a private-for-profit company.

The WDB may encounter employers reluctant to assume responsibility for youth as employees. If an employer/employee relationship does exist, the youth provider may deem it advisable to be the employer of record and refer youth participants to host sites so they may receive experience.

B. Determining "Trainee" versus "Employee"

Work experience may be paid or unpaid. It is expected that work experience will be paid in most cases and the federal Fair Labor Standards Act (FLSA) will apply in any situation where an employer/employee relationship exists. WIOA participants are subject to the requirements of the FLSA to the extent that the activities performed in the work experience constitute employment.

A local area shall ensure that the youth provider makes a determination regarding whether work experience is a "training" situation or an "employment" situation. The local WDB should establish a process for making these determinations.

Trainee

Because the FLSA's definition of "employee" is broad, the excluded category of "trainee" is necessarily quite narrow. In general, the more a training program is centered around a classroom or academy as opposed to the work experience provider's actual operations, the more likely the activity is training. The more the training is providing the participants with skills that can be used in multiple employment settings, as opposed to skills particular to one work experience provider's operations, the more likely the participant is a trainee.

According to the Wage and Hour Division of the U.S. Department of Labor, Employment Standards Administration, if all of the following six (6) items exist, the work experience can be considered a "training" situation and an employment relationship does not exist under the FLSA:

1. The training, even though it includes actual operation of the facilities of the work experience provider is essentially a training experience similar to a vocational school;
2. The participant is primarily the beneficiary of the experience;
3. Regular employees are not displaced and the experience is closely supervised/observed;
4. The work experience provider that hosts the experience derives no immediate or significant advantage (and may even be adversely impacted);
5. The participant is not guaranteed a job at the conclusion of the experience; and
6. There is mutual understanding between the participant and the host agency that the participant is not entitled to wages for this time because the activity is essentially a training experience.

As the participant is a "trainee" and an employment relationship does not exist under the FLSA, the FLSA's minimum wage and overtime provisions do not apply to the participant.

Employee

On the other hand, if the youth participants are engaged in the primary operations of the work experience provider and are performing productive work (for example, filing, performing other clerical work, or assisting customers), then receiving some benefits in the form of a new skill or improved work habits is unlikely to make the participant a trainee, given the benefits received by the work experience provider.

If the worksite uses the youth participants as substitutes for regular full time or part time employees, it is more likely that the participants are employees as opposed to trainees. Also, if the work experience provider would have needed to hire additional employees or require overtime had the participants not performed the work, then the participants are likely employees.

Employer of Record

1. Employer - If the work experience provider is relying on the participant to perform real work, i.e., to be productive, then the situation should be recognized as an employer-employee relationship. In this situation, the site employer is the employer of record. Participants must receive no less than the applicable state or federal minimum wages, related benefits are required and payroll taxes should be deducted. The employer of record will be responsible for paying all taxes and providing similar benefits as are available to other employees.
2. Youth Provider - The youth provider has the option of being the employer of record for the youth participant. The employer of record is responsible for paying the participant and negotiating with the host site the activities that will be performed by the participant. The work experience may occur at the youth service provider location or the participant may be referred to a host site to receive the work experience. The host site is the location where work experience tasks will occur.

"Trainee" versus "Employee" when Job Shadowing

If the employer is providing job shadowing opportunities whereby the participant learns certain functions under the close and constant supervision of regular employees, but performs no or minimal work, this type of activity is more likely to be a bona fide training program. However, if the participant receives the same level of supervision as employees, this would suggest an employment, rather than training, relationship.

C. Child Labor Laws

The local area must ensure compliance with child labor laws. The employer must comply with all applicable federal laws and with state child labor laws if the participant is less than 18 years of age. The Fair Labor Standards Act (FLSA); Ohio Revised Code (O.R.C.) Chapter 4109 Employment of Minors, and Chapter 3331 Age and Schooling Certificates; and Ohio Administrative Code (O.A.C.) Chapter 4101:9-2 Employment of Minors in Occupations Hazardous or Detrimental to Health and Well-Being, are primary legislation which governs the employment of minors at the federal and state levels.

Proof of age and parental consent must be given for both paid and unpaid work experience. Minors participating in a work experience while school is in session also require a work permit. Minors who are under 16 also must have an Age and Schooling Certificate (work permit).

D. Health and Safety Standards

The local areas must apply the same health and safety standards otherwise applicable to working conditions of employees to working conditions of participants in programs and activities under Title I of the WIOA.

The state workers' compensation law may or may not apply to a participant in work experience depending on the work experience arrangements and employer's benefits. If the state workers' compensation law does not apply to a participant in work experience, the administrative entity must secure insurance coverage for injuries suffered by the participant in work experience.

E. Unpaid Work Experience

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Unpaid work experience is an activity exposing participants to the working environment, and an individual does not expect payment for tasks performed. An employer and employee relationship must not exist, which means that all six conditions listed in Section V.B. of this policy letter must be met. The use of unpaid work experience should be limited.

For unpaid work experience, WIOA funds may be used for incentives and/or a stipend for youth. Incentives and stipends encouraging successful completion are beneficial to youth.

The incentives or stipends are determined by the local WDB. Stipends should be reasonable and allocable and issued through a uniform payment system. Such incentives or stipends are not considered income for WIOA eligibility purposes, are not required to meet minimum wage requirements, are not to be dispersed as payroll, and income tax is not to be withheld.

It is recommended that the youth program provider consult with other public assistance case managers where applicable to ensure that the receipt of incentives or stipends do not negatively impact the youth participant's receipt of public assistance.

Incentives

Unpaid work experience participants may receive remuneration in cash or non-cash incentives. The incentive should equate to an achievement, and should be tied to training and education, a work readiness skill attainment and/or an occupation skill attainment goal identified in the ISS.

Incentives for youth may include plaques, certificates, gift certificates, recognition ceremonies for participants, caps and gowns, class pictures, class rings, school supplies and/or calculators, or a check.

The local area must have written policies and procedures in place governing the awarding of incentives and must ensure that such incentive payments are:

- Tied to the goals of the specific program;
- Outlined in writing before the commencement of the program that may provide incentive payments;
- Aligned with the local program's organizational policies; and
- Accord with the requirements contained in 2 CFR 200.

Stipends

WIOA, Title I is silent on using the term "stipend." Reasonable stipends are allowable expenditures for unpaid work experience for youth when the provision of stipend is included in the participant's ISS. A youth may receive a stipend for an entire day if at least 51% of the youth's time is spent in unpaid work experience. For example, if a youth spends five hours per day in unpaid work experience and three hours in GED, the participant may receive a stipend for the day.

F. Worksite/Job Site/Host Site Agreement

The WDB must ensure that the youth provider has a written agreement to ensure compliance with the WIOA and applicable regulations. The agreement is a written document that details terms and conditions of paid and unpaid work experience and the expectations of the parties to the agreement. The written agreement is between the participant, the site employer or host site, and the youth provider.

The written agreement, which may be called a worksite agreement, job site agreement, or host site agreement must include at a minimum: the duration, remuneration, tasks, duties, supervision, health and safety standards and other conditions of work experience such as consequences of not adhering to the agreement and a termination clause. The worksite or host site entity, the participant and the youth

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provider should all be given a copy of the agreement. The agreement must be available for audit and monitoring purposes.

G. Local Workforce Development Board Policy

The WDB is responsible for creating and directing policy and a service delivery strategy for administering both paid and unpaid work experience. When developing this policy, the needs, circumstances and characteristics of the youth population should be taken into consideration. At a minimum, the WDB's policy should include all of the following:

- **The goal of the work experience** - Work experience designed to aid participants in a structured environment, learning good work habits with the focus on career exploration.
- **Duration of work experience** - The duration of paid and unpaid work experience should be stated in the policy. A minimum and a maximum limitation must be set on the number of hours that may be assigned for any single work experience.
- **Incentives / stipends** - Incentives and stipends should be appropriate and in support of the activity. The policy should define appropriate incentives and stipends along with a minimum and maximum limitation on the type and/or dollar amount.
- **Monitoring** - The policy must describe the frequency of monitoring and staff responsible for monitoring, and include a monitoring guide, form or checklist.

VI. Documentation to be Maintained

Documentation of the work experience must be maintained in the participant's file. Local policy and procedures should specify what documentation will be kept in the participant's file, which should include, at a minimum, the following items:

- An objective assessment and ISS indicating a need for work experience;
- Justification for incentive/stipend, and description of type of payment method and amount, if applicable;
- A copy of the agreement between the participant, the worksite or host site and the local workforce investment board, including any attachments to the agreement, such as a training plan;
- Time sheets, attendance sheets and performance records, as appropriate; and
- Documentation of receipt of incentives, stipends and supportive services received by the participant.

To ensure effective and efficient record keeping practices, local procedures should specify where certain documents will be placed in the file.

VII. Tracking Youth Work Experience

The WIOA request that not less than 20% of funds allocated to the local area be used to provide in-school and out-of-school with paid and unpaid work experiences. In order to ensure that this requirement is met, local areas should track program funds spent on paid and unpaid work experiences and report such expenditures as part of the local WIOA youth financial reporting. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences. Local area administrative costs are not subject to the 20% minimum work experience expenditure requirement.

VIII. Monitoring

The WDB is responsible for ensuring oversight of the program. The local area must periodically monitor the participant and the worksite or a host site to ensure that goals are being met and adherence to this guidance and WIOA law and regulations.

Through the state's monitoring system, program monitors will review the local area's use of work experience in the WIOA youth program, including a participant file review, during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

IX. Technical Assistance

For additional information, you may send your questions to the Office of Workforce Development: OWDPOLICY@jfs.ohio.gov.

For additional information, you may send your questions to ODJFS, Office of Workforce Development: WIAQNA@JFS.OHIO.GOV.

X. References

Workforce Innovation and Opportunity Act, Pub. L. 113-128

29 U.S.C. 3101 et seq

2 CFR 200

Fair Labor Standards Act of 1938, 52 Stat. 1060, 29 U.S.C. 201 et seq.

USDOL, Training and Employment Guidance Letter No. 12-09, Joint Guidance for States Seeking to Implement Subsidized Work-Based Training Programs for Unemployed Workers, (January 29, 2012).

USDOL, U.S. Secretary's Commission on Achieving Necessary Skills, A SCANS Report for America 2000, (June 1991).

I.R.S. Revenue Ruling 75-246, 1975-1 C.B. 24, Scenarios distinguish between amounts paid in connection with training-excludable under general welfare exception-and amounts paid in connection with services.

O.A.C. Ch. 4101:9-2 (2004).

O.R.C. Ch. 3331 (2002).

O.R.C. Ch. 4109

Rescission

ODJFS, Workforce Investment Act Policy Letter No. 13-05, Work Experience for Youth, (January 9, 2014).

Attachment J

WIOAPL 15 03

**Youth Program
Eligibility**

WIOAPL 15-03.1 (WIOA Youth Program Eligibility)

Workforce Innovation and Opportunity Act Policy Letter No. 15-03.1

September 4, 2018

TO: Workforce Innovation and Opportunity Act Local Workforce Development Boards, Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: WIOA Youth Program Eligibility

I. Purpose

To communicate requirements and guidance for determining Workforce Innovation and Opportunity Act (WIOA) youth program eligibility.

II. Effective Date

Immediately

III. Rescission

[ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-03](#), Youth Program Eligibility, (July 15, 2015).

IV. Background

Title I of WIOA outlines an integrated service delivery system and provides a framework through which states and local workforce development areas (local areas) can leverage other federal, state, local, and philanthropic resources to support in-school and out-of-school youth. The WIOA youth program is designed to provide services, employment, and training opportunities to those who can benefit from and who need such opportunities. Meeting the eligibility criteria for a WIOA-funded program does not entitle an individual to receive program elements and services. All elements must be made available to the eligible youth population, whether funded by WIOA or other resources, but the local decision on whether to provide a specific service to a youth participant must be based upon the individual's needs, appropriateness for the service, and funding availability.

The implementation of the Comprehensive Case Management and Employment Program (CCMEP) in Ohio transformed the network of human services and workforce programs by integrating youth programs funded by Temporary Assistance for Needy Families (TANF) and WIOA into one program in local areas that opt to participate. The braiding of WIOA and TANF dollars and co-funding of services when feasible leverages federal dollars to provide integrated wrap-around services that address the various needs of participants who are eligible for these separate funding sources.

Each local workforce development board (WDB) is responsible for establishing the WIOA youth program within the overall strategy of the workforce development system. Per section 5116.20 of the Revised Code, the local WDB is required to decide whether to authorize the use of WIOA youth funds allocated to the local area for CCMEP implementation. The local WDB's decision applies to all counties contained within the local area governed by the board. By authorizing the WIOA funds to be used for CCMEP, the

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local WDB agrees to adhere to all provisions of CCMEP, including the implementing legislation, procedure letters, and other guidance pertaining to the delivery of services.

Per section 5116.21 of the Revised Code, if the local WDB does not authorize the use of WIOA youth funds for CCMEP, the local area will administer a WIOA-only youth program and forgo access to the additional TANF funds dedicated to CCMEP. In this case, the local area will adhere to the eligibility requirements contained in this policy.

V. Definitions

Alternative secondary school services: Services provided to youth who have struggled in traditional secondary education to help them re-engage and persist in education to complete a high school diploma or recognized equivalent, including basic education skills training, individualized academic instruction, and English as a Second Language training.

Attending school: An individual who is enrolled in and/or attending secondary or postsecondary school, including alternative secondary school services.

Basic skills deficient: A youth who has English reading, writing, or computing skills at or below the eighth grade level, based on a generally accepted standardized test, or who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Charter school: Public, nonprofit, nonsectarian, tuition-free schools operating independently of a school district, but under contract with a Sponsor that has been approved by the Ohio Department of Education (ODE).

Comprehensive Case Management and Employment Program (CCMEP): An integrated intervention program that combines Temporary Assistance for Needy Families (TANF) and the WIOA youth program to provide employment and training services to individuals ages 14 through 24 years.

Covered individual: An eligible WIOA youth who is:

1. An in-school youth, or
2. An out-of-school youth who is low income and meets one of the following criteria:
 - a. Has a secondary school diploma or its recognized equivalent and is basic skills deficient or an English language learner; or
 - b. Requires additional assistance to enter or complete an educational program or to secure or hold employment.

English language learner: An individual who has limited ability in reading, writing, speaking, or comprehending the English language, and whose native language is a language other than English or who lives in a family or community environment where a language other than English is the dominant language.

Family: Per 20 C.F.R. 675.300, two or more persons related by blood, marriage, or decree of court, who are living in a single residence and are included in one or more of the following categories:

1. A married couple and dependent children;
2. A parent or guardian and dependent children; or
3. A married couple.

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Homeless child or youth (as defined in 42 U.S.C. 11434a(2)): An individual who lacks a fixed, regular, and adequate nighttime residence and includes the following:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children (as such term is defined in 20 U.S.C. 6399) who qualify as homeless for the purposes of this part because the children are living in one of the previously mentioned circumstances.

Homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (34 U.S.C. 12473(6)): An individual who lacks a fixed, regular, and adequate nighttime residence and includes:

1. An individual who:
 - a. Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - b. Is living in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;
 - c. Is living in an emergency or transitional shelter;
 - d. Is abandoned in a hospital; or
 - e. Is awaiting foster care placement.
2. An individual who has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; or
3. Migratory children who qualify as homeless because the children are living in circumstances listed above.

Individual with a disability: An individual who:

1. Has a physical or mental impairment that substantially limits one or more major life activities of such individual;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

Low income individual (as defined in 29 U.S.C. 3102(36)(A)): An individual who:

1. Receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received, assistance through the supplemental

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nutrition assistance program (SNAP), temporary assistance for needy families (TANF), or supplemental security income (SSI), or State or local income-based public assistance;

2. Is in a family with total family income that does not exceed the higher of –
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level.
3. Is a homeless individual or homeless child or youth;
4. Receives or is eligible to receive a free or reduced price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.), (does not include students in school districts participating in the Community Eligibility Provision (CEP) Healthy, Hunger-Free Kids Act of 2010);
5. Is a foster child on behalf of whom the State or local government payments are made; or
6. Is an individual with a disability whose own income meets the eligibility income requirement of clause (2) but who is a member of a family whose income does not meet this requirement.

Offender: An adult or juvenile who:

1. Is or has been subject to any stage of the criminal justice process and for whom services under WIOA may be beneficial; or
2. Requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

Participation: The point at which the individual has been determined eligible for youth program services, has received an assessment, and has received or is receiving at least one program element and the point at which the individual is to be included in calculations for performance measures.

Postsecondary school: Any schooling that follows graduation from high school or completion of high school equivalency, including community colleges, four-year colleges and universities, and technical and trade schools.

School dropout: As defined in section 3(54) of WIOA, an individual who is no longer attending any school and has not received a secondary school diploma or its recognized equivalent.

School year calendar quarter: The timeframe identified as an academic quarter by the local school district or charter school that a youth last attended, or the calendar quarter if not defined by the district or school.

Secondary School: A school operated by a board of education, a community school established under Chapter 3314 of the Revised Code, or a nonpublic school for which the state board of education prescribes minimum standards under section 3301.07 of the Revised Code that provides secondary education as determined under State law, except that the term does not include any education beyond grade 12.

VI. Requirements

Local areas implementing WIOA Youth program services must ensure that participant eligibility for such services and participant school status are accurately determined based on the following requirements.

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Each eligibility factor must be verified in accordance with the policy on source documentation for WIOA programs.

A. In-School Youth (ISY) Eligibility Requirements

An individual is eligible as an in-school youth if, at the time of enrollment, he or she is:

1. Attending school, including secondary and postsecondary school;
2. Not younger than age 14 or older than age 21 (unless an individual with a disability who is attending secondary school under state law);
3. A low-income individual; and
4. Has one or more of the following barriers:
 - a. Basic skills deficient;
 - b. An English language learner;
 - c. An offender;
 - d. A homeless individual, homeless child or youth, or a runaway;
 - e. An individual in foster care or has aged out of the foster care system or has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
 - f. An individual who is pregnant or parenting (which may include a mother or father, custodial or non-custodial);
 - g. An individual with a disability; or
 - h. An individual who requires additional assistance to complete an education program or to secure or hold employment.

B. Out-of-School Youth (OSY) Eligibility Requirements

An individual is eligible as an out-of-school youth if, at the time of enrollment, he or she is:

1. Not attending any school;
2. Not younger than age 16 or older than age 24; and
3. Has one or more of the following barriers:
 - a. A school dropout;
 - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner;
 - d. An offender;

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- e. A homeless individual, homeless child or youth, or a runaway;
 - f. An individual in foster care or has aged out of the foster care system or has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or an individual in an out-of-home placement;
 - g. An individual who is pregnant or parenting (which may include a custodial or non-custodial mother or father);
 - h. A youth who is an individual with a disability; or
 - i. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

C. Determining School Status

School status must be based on status at the time the eligibility determination portion of program enrollment is made. Once the school status of a youth is determined, that school status remains the same throughout the youth's participation in the WIOA youth program, unless the youth exits from the program, reapplies, and is again determined eligible.

For the purposes of determining ISY status, the school attended may be either a secondary school (including alternative secondary school services) or postsecondary school. If the youth participant is enrolled in credit-bearing postsecondary classes, including credit-bearing community college and credit-bearing continuing education classes, he or she is attending postsecondary education and is an ISY. If the youth is only enrolled in non-credit bearing postsecondary classes, he or she would be considered an OSY.

For the purposes of WIOA school status, the following are not considered to be schools, so youth enrolled only in these programs are OSY:

- Adult education programs under Title II of WIOA (in Ohio, called Aspire);
- YouthBuild programs; and
- JobCorps programs.

Youth enrolled in high school equivalency programs and dropout re-engagement programs are also generally considered OSY, unless the program is funded by the public K-12 school system and the youth is enrolled in the school system, in which case the youth is an ISY.

If a youth is determined eligible for the WIOA youth program during the summer and is in between school years, the youth is considered an ISY if enrolled to continue school in the fall. A youth who is determined eligible for the WIOA youth program between high school graduation and postsecondary education is considered an ISY once he or she has registered for postsecondary courses (i.e., when courses for the upcoming term have been selected and confirmed) even if classes have not yet begun. However, if a youth who completed secondary education has not yet registered for postsecondary courses at the time of eligibility determination, he or she is an OSY, even if he or she has been accepted into a postsecondary education program.

Regardless of the prior paragraph, a secondary student earning postsecondary credit through the College Credit Plus program defined in Chapter 3365 of the Revised Code who intends to continue attending the same postsecondary school after graduating secondary

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school remains an ISY during the period between completion of secondary school and enrollment in the postsecondary school.

For the purposes of this policy, if a child is being homeschooled in accordance with the requirements of ODE, the child is in school.

D. Dropout Barrier

Local areas must verify a youth's dropout status at the time of program enrollment. If a youth has not received a high school diploma or a recognized equivalent and is not attending any school at the time of eligibility determination, he or she is considered a dropout and is an OSY. A dropout only includes an individual who is currently a secondary school dropout at the time of enrollment and does not include a youth who previously dropped out of secondary school but subsequently returned.

A youth receiving alternative secondary school services at the time of enrollment is not a dropout. A youth who is an OSY at the time of enrollment and is subsequently placed in alternative secondary school services (or any school) remains an OSY. Additionally, a youth who has stopped attending postsecondary education is not a dropout for the purposes of youth program eligibility.

E. Not Attending School Barrier

In Ohio, children between the ages of 6 and 18 are required to attend school, whether it be public, private, or home schooling. Exceptions from compulsory school attendance are granted to children who:

1. Received a high school diploma before the age of 18;
2. Are over 14 years old, lawfully employed, and it is necessary that they work; or
3. Have a physical or mental condition that does not allow for school attendance.

To meet OSY eligibility, youth who are excused from compulsory school attendance due to one of the above exceptions would need to be facing some other barrier besides not attending school.

F. Basic Skills Deficient Barrier

In assessing basic skills, local programs must use assessment instruments that are valid and appropriate for the target population. The local program must also provide reasonable accommodation in the assessment process, if necessary, for people with disabilities.

G. Additional Assistance Barrier

For both ISY and OSY, as stated in Ohio's Combined State Plan, an individual who requires additional assistance to complete an education program or to secure or hold employment is a youth who receives, or in the past six months received assistance from the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), or Supplemental Security Income (SSI), or who meets the criteria defined by the local WDB.

The local WDB must establish definitions and eligibility documentation requirements to verify that the local criteria have been met by youth who require additional assistance to enter or complete an educational program or to secure or hold employment. The local area's policy should be reasonable, quantifiable, and based on evidence that the specific characteristics of the youth identified in the policy objectively require additional assistance.

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Of the total ISY enrolled by a local area during a program year, no more than five percent may be individuals who require additional assistance to complete an educational program or to secure or hold employment.

H. Youth Living in a High-Poverty Area

For WIOA eligibility purposes, living in a high-poverty area is an additional criterion establishing that the youth is a low-income individual. Per 20 C.F.R. 681.260, a high-poverty area is defined as a Census tract or a set of contiguous Census tracts with a poverty rate of at least 25 percent based on the American Community Survey data.

Instructions on determining if a county or Census tract is a high-poverty area using the Census Bureau's American Fact Finder homepage are available in Attachment 2 of the Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) No. 21-16.

I. Five Percent Low-Income Exception for Youth Eligibility

Youth participants whose eligibility criteria require them to be low-income individuals are defined as covered individuals. Up to five percent of a local area's covered individuals may be enrolled in the youth program if they meet all other eligibility criteria except the low-income criterion. In a program year, the number of newly enrolled covered individuals who are not low-income must not exceed five percent of the local area's total new enrollments of covered individuals.

J. Selective Service Eligibility

Male youth participants who are 18 years of age and older and have fulfilled registration requirements of the Military Selective Service Act (MSSA), 32 C.F.R. Part 1605, are eligible to participate in WIOA-funded programs and services. The WIOA policy letter on selective service registration provides further guidance on this requirement.

If a male reaches his 18th birthday during WIOA program participation, he must register for selective service to continue receiving WIOA youth program services. A male youth applicant who is 18 years old or older who has not registered for the selective service or who is unwilling to register will be denied any WIOA program services.

K. Co-Enrollment with Other Programs

Youth may participate in both the WIOA youth program and the adult program at the same time if they are eligible and appropriate for both. The determination of the appropriateness for co-enrollment is based on the participant's service needs, career readiness, occupational skills, prior work experience, and employability. If such concurrent enrollment occurs, the local area must track expenditures separately by program.

Youth may not be co-enrolled in the WIOA dislocated worker program because any youth meeting the eligibility for the dislocated worker program would have already successfully attained a job and would most likely be more appropriately served under the dislocated worker program.

Youth who are eligible under both programs may enroll concurrently in the WIOA youth program and Aspire program services under WIOA Title II.

VII. Out-of School Priority

For any program year, not less than 75 percent of the youth funds available to local areas shall be used to provide youth workforce investment activities for OSY.

VIII. Reporting

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As sub-recipients of WIOA youth program funds, local areas are required to maintain and report accurate program and financial information. Per rule 5101:9-30-04 of the Ohio Administrative Code (O.A.C.), program information including participant demographic data, activities, and performance must be accurately entered, within 30 days, into the Ohio Workforce Case Management System (OWCMS) and financial information must be accurately entered into the County Finance Information System (CFIS).

IX. Monitoring

The local area must conduct oversight and monitoring of the implementation of the WIOA youth program to ensure that participants enrolled in the program are eligible and that eligibility has been properly documented.

Through the state's monitoring system, ODJFS program monitors will review the local area's determination of WIOA youth program eligibility and the provision of services to eligible youth during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

X. Technical Assistance

For technical assistance, you may send your request to the Office of Workforce Development: WIOAQNA@jfs.ohio.gov.

XI. References

Workforce Innovation and Opportunity Act, §129, Pub. L. 113-128.

20 C.F.R. §§ 681.200 – 681.410.

29 U.S.C. § 3101, et seq.

O.R.C. § 3321.01, et seq.

O.A.C. rules 5101:9-30-04, 5101:10-3-01, and 5101:14-1-01 - 5101:14-1-07.

USDOL, Training and Employment Guidance Letter WIOA No. 21-16, Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance, (March 2, 2017).

USDOL, Training and Employment Guidance Letter WIOA No. 08-15, Second Title I WIOA Youth Program Transition Guidance, (November 17, 2015).

USDOL, Training and Employment Guidance Letter WIOA No. 23-14, Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition, (March 26, 2015).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-04, Selective Service Registration, (July 15, 2015).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-07.1, Source Documentation for WIOA Title I Program Eligibility, (June 25, 2018).

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**Procurement of
the CCMEP
Provider**

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WIOAPL 17-03 (Procurement of the Comprehensive Case Management and Employment Program Provider for WIOA Youth-Funded Activities and Services)

Workforce Innovation and Opportunity Act Policy Letter No. 17-03

November 8, 2017

TO: Chief Elected Officials
Local Workforce Development Board Chairpersons
Local Workforce Development Board Directors

FROM: Cynthia C. Dungey, Director

SUBJECT: Procurement of the Comprehensive Case Management and Employment Program
Provider for WIOA Youth-Funded Activities and Services

I. Purpose

The purpose of this policy is to outline the requirements for procurement of the youth program provider.

II. Effective Date

Immediately

III. Background

Ohio has implemented the Comprehensive Case Management and Employment Program (CCMEP). This program transforms the network of human services and workforce programs throughout Ohio by integrating youth programs funded by Temporary Assistance for Needy Families (TANF) and the Workforce Innovation and Opportunity Act (WIOA) to create one program. CCMEP is Ohio's WIOA youth program. If the local workforce development board (WDB) has authorized the use of WIOA youth funds for this program, delivery of the WIOA youth program services and activities are provided within the framework, rules, and procedures of CCMEP.

By integrating WIOA and TANF youth programs, Ohio can more effectively utilize and leverage federal dollars from these funding sources to support the different needs of customers who are eligible for these separate funding sources. Braiding funds allows the WIOA youth program to provide more comprehensive services to participants while maximizing partner resources to assist youth.

Each WDB is responsible for establishing the WIOA youth program within the overall strategy of the local workforce development area (local area) as envisioned by the WDB. Other key points when serving WIOA youth participants are:

1. WIOA envisions regional and cohesive service delivery;
2. The local WDB's need to respond to the needs of regional economies;
3. The local WDB's responsibility to provide strategic and operational oversight to help develop a comprehensive and high-quality workforce development system for the local area; and
4. The local WDB's responsibility to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of services provided in the local area.

Per 20 C.F.R. 679.370(l)(1), another responsibility of the local WDB includes the selection of providers of youth workforce investment activities. Youth workforce investment activities include all the following:

1. Outreach;
2. Youth program eligibility determinations;
3. Completion of the objective assessment (in CCMEP, called comprehensive assessment);
4. Completion of the individual service strategy (in CCMEP, called individual opportunity plan);
5. Case management; and
6. Provision of the 14 program elements.

A. Selection of the Provider of WIOA Youth-Funded CCMEP Services

The provider of CCMEP WIOA youth-funded services may be selected in one of the following ways:

1. Award Competitive Grants and Contracts

The local WDB awards grants or contracts to youth service providers to carry out some or all of the youth workforce investment activities on a competitive basis. It is expected that local WDBs will contract with youth service providers to provide the activities and program elements which youth service providers are best positioned to offer. The length of youth service provider contracts shall be for no more than 4 years, including any extensions.

2. Use Partner Resources

For those program elements not funded by the WIOA youth program, the local WDB may leverage partner resources to provide some of the readily available program elements. However, the local WDB must ensure that if a program element is not funded by WIOA, there is an agreement in place with the partner

organization to ensure the program element will be offered. The local WDB must also ensure the program element is closely connected and coordinated with CCMEP.

3. Discretion of the Local WDB

Per Training and Employment Guidance Letter (TEGL) No. 21-16, the State has the authority to establish a policy regarding the provision of youth activities the State determines are likely to enhance the performance of the program.

With the implementation of CCMEP and the ongoing relationship between the local WDB and the CCMEP lead agency, the local WDB may determine that the CCMEP lead agency could most efficiently and cost-effectively provide specific youth services and activities. Therefore, the local WDB may allow the CCMEP lead agency to conduct any or all the following services and activities within the lead agency's county of designation:

- a. Outreach;
- b. WIOA youth program eligibility determinations;
- c. Completion of the CCMEP comprehensive assessment (WIOA objective assessment);
- d. Completion of the CCMEP individual opportunity plan (WIOA individual service strategy);
- e. Case management;
- f. Development and management of individual training accounts (ITA) and on-the-job training (OJT);
- g. Provision of labor market information and labor exchange activities, including but not limited to, resume development and job placement;
- h. Supportive services; and
- i. Follow-up services.

The provision of the remaining activities and program services and/or elements will either be competitively procured or provided through partner resources.

If the local WDB allows the CCMEP lead agency to conduct WIOA youth-funded services and activities, the local WDB must ensure there is a sub-recipient agreement in place with the CCMEP lead agency to demonstrate how these activities will be provided.

The local WDB must make sure the amount of WIOA youth program funds provided to the CCMEP lead agency for the delivery of such activities and services and/or elements are reasonable and do not infringe on the local area's ability to competitively procure and contract with a youth program provider(s) to deliver the remaining program elements/services. The local WDB must be mindful of all federal mandates regarding the use of WIOA youth program funds and any statutory requirements for spending levels on the program and

certain program services and/or elements being procured, specifically the 75% spending requirements for out-of-school youth and the 20% spending requirements for work experience.

CCMEP, in conjunction with the WIOA youth program, serves youth and young adults possessing many barriers to employment and training, making these individuals harder to serve. Hard to serve individuals typically need more costly services and/or elements. Therefore, the local WDB must ensure sufficient funds are available for the program elements being procured as these program elements are designed to reduce these barriers.

Additionally, the local WDB must also make certain a fair and open competition is conducted for the procurement of the remaining youth program activities and services, including enough youth program funds available to solicit a competitive procurement.

The State holds the right to require that a percentage of WIOA youth program funds be available for procurement if it is determined that local WDBs did not allocate adequate funding for the delivery of procured services.

Within the board resolution that allows the lead agency to deliver one or more of the above services, the local WDB must also specify whether each CCMEP lead agency in the local area is permitted to bid on the request for proposal (RFP) for the remaining WIOA funded youth program services and activities. If this language is absent for any CCMEP lead agency, then by default, the CCMEP lead agency is not permitted to submit a proposal in response to the RFP for the remaining services. If a CCMEP lead agency is specifically permitted by the local WDB to participate in the competitive procurement, then the local WDB must ensure that the CCMEP lead agency is not part of the development of such RFP.

B. Competitive Procurement

The local WDB shall not delegate its procurement responsibility. However, the local WDB and the WDB director may elect to utilize the fiscal agent to assist if the fiscal agent has no conflict of interest, and the local WDB retains authority and responsibility for the selection, oversight, and evaluation of the procured services.

Furthermore, the local WDB must collaborate with the CCMEP lead agency in designing procured youth services and activities. The local WDB may also partner with the CCMEP lead agency to jointly procure youth program providers for CCMEP, unless the CCMEP lead agency wishes to bid to become a provider of WIOA youth-funded services. If a joint procurement is conducted, the local WDB must take the lead in all aspects of the procurement process. A joint procurement may provide the following benefits:

1. Maximize the use of both WIOA and Temporary Assistance for Needy Families (TANF) funds for CCMEP participants;
2. Ensure the local WDB and the CCMEP lead agency have the same goals and expectations for the youth program providers; and
3. Provide coordination of services for CCMEP youth participants.

The selection process must be planned to maximize competition. The selection process must be conducted on a local area-wide basis. There must not be a separate selection process conducted by each county in a local area as such a practice would be contrary to the WIOA vision for an integrated service delivery system. Further, such a practice is a hindrance to a fair and open competition in that entities interested in competing would be required to prepare and submit multiple proposals.

C. Procurement Considerations

There are considerations that the local WDB must examine when initiating the procurement process.

1. Provision of Services for WIOA In-School Youth and Out-of-School Youth

The local WDB must decide whether the local area should deliver both WIOA in-school and out-of-school youth services or just out-of-school services. Under WIOA, a minimum of 75 percent of WIOA youth program funds must be spent on services for out-of-school youth. Per TEGL No. 23-14, "the 75 percent expenditure rate is a minimum requirement; therefore, states and local areas may spend up to 100 percent of the local area youth funds on out-of-school youth if they choose." Therefore, the local WDB may choose to procure youth program providers specifically to serve only out-of-school youth.

As part of this consideration, the local WDB evaluates the impact that serving only out-of-school youth will have on CCMEP, the youth this program is designed to serve, and the goals of this program. Therefore, this decision to serve only out-of-school youth is made based upon the best interests of the youth in the community. Additionally, the decision of the local WDB will apply to the whole local area (an individual county within the local area may not serve only out-of-school youth if the local WDB decides to serve both populations of youth). The local WDB's decision, including the reasons the decision was made, must be documented as part of the official board meeting notes.

2. Conducting Services and Activities

The local WDB may procure a youth program provider to conduct all WIOA youth workforce investment activities and services. Having a program provider conduct all activities may ease administrative burden and allow for a more consolidated delivery of services.

On the other hand, the local WDB may procure a provider to conduct only certain activities or services. Using this method would allow providers who have expertise or experience conducting certain activities or services to provide only those activities and services.

3. Delivery Methodology

The local WDB must consider the delivery methodology. The primary examples include the following:

- a. Area-wide youth program provider:** One organization is selected to provide youth program activities and services across the local area.

Benefits of area-wide selection:

- i. Fosters consistency of services: The same staff training, processes, procedures, and menu of services are provided across the local area, promoting uniformity;
 - ii. Streamlines management: Area-wide management rather than center-based hierarchies are utilized, providing cost savings that can be reinvested into client services;
 - iii. Reduces administrative burden: A single selection of one resulting contract is employed, reducing the local WDB's administrative burden of overseeing multiple youth program providers; and
 - iv. Encourages more robust competition: Funding is consolidated into a single, larger selection, potentially attracting a wider field of respondents to choose from, including those with best practices and experiences from outside of the local area that are interested in establishing a presence in or relocating to serve the local area.
- b. Center-based youth program providers:** Different organizations are selected to provide youth program activities and services on a center-by-center basis. If this methodology is chosen, the local WDB must still competitively select the youth program provider. The selection must not be delegated to an individual center or county. When considering this methodology, a local WDB must consider whether there have been challenges in the past in the selection of a youth program provider for a center or county.

Benefits of center-based service provider methodology is:

- i. Encourages local expertise: Center-based selections typically attract county-based service providers, resulting in responses from organizations with specific knowledge of and expertise in the local area; and
 - ii. Hedges performance outcomes: In a local area with multiple service providers, even if one service provider is doing poorly, another may be doing well, resulting in a potential safety net for performance outcomes.
- c. Service-based youth program providers:** Multiple organizations are selected to provide youth program activities and services based on an expertise. These service providers may be selected to serve an entire local area, or on a center-by-center or county basis.

A benefit of the service-based methodology is that each service provider is selected to provide a specific service based on skills and expertise that could substantially improve outcomes for participants served by such providers.

The three models are examples of primary methods that local WDBs may consider for youth program providers. However, it should be noted that these methods are not mutually exclusive of one another and may be combined. For example, a local WDB may use an area-wide youth provider selection process that allows respondents to subcontract for a particular youth program element, thus encouraging local expertise.

Overall, a local WDB should carefully weigh all options and identify the methodology (or combination of methodologies) that best serves local area needs.

D. Procurement Process

The local WDB must support full and open competition in processes it utilizes to select the youth program provider, and the local WDB must comply with federal procurement principles prescribed in the Uniform Guidance (2 C.F.R. 200.318 to 200.326), with state procurement rules listed in rule 5101:9-4-07 of the Administrative Code, and with local procurement policies and procedures. The entire procurement process must be performed under a process that promotes transparency and accountability. The process must be documented, including a written explanation of the nature of the procurement process, and made available to the public on a regular basis through electronic means and open meetings. The information that local WDBs are required to make available to the public includes, but is not limited to:

1. The local WDB's written conflict of interest policy;
2. The local WDB's written procurement policies;
3. The procurement solicitation itself;
4. A listing of entities that have submitted bids or proposals;
5. An abstract of those bids or proposals;
6. The identity of the selected youth program provider(s); and
7. Total award amount and duration of the contract with the youth program provider.

Several factors must be considered to plan a competition for youth program provider selection. The primary factors have been grouped into the categories listed below.

1. Conflicts of Interest

To ensure a fair and open competitive process, all potential conflicts of interest in the procurement, management, and oversight of the youth program provider must be identified and addressed before planning and implementation of the solicitation process. Local WDBs should issue an inquiry to the current youth program provider, local fiscal agent, local service providers, and local partners to determine if any of those parties will compete to serve as a youth program provider.

Until the solicitation document is released to the public, it must be kept confidential to ensure that no individual or entity that will compete to serve as youth program provider has an unfair advantage over other competing individuals or entities.

Further, no WDB board member, Youth Subcommittee member, or other individual involved in the planning and the development of the solicitation should respond to inquiries from any individual or entity that will compete. All such inquiries should be directed to a special email box or online address where all questions and responses can be seen by all competitors through a question and answer (Q&A) process.

Paragraph (B) of section 102.03 of the Revised Code prohibits current and former public officials and employees from disclosing or using confidential information acquired during official duties as public officials or employees when the confidential designation is set by statute or otherwise warranted because of the circumstances under which the information was received and preserving confidentiality is necessary to the proper conduct of government business. With respect to procurement, any individual with knowledge of the solicitation process or solicitation document must not disclose the information to ensure that the competitive process is fair and open to all.

Policies and procedures must be put in place to effectively address any real or apparent conflicts of interest. Policies and procedures must comply with state and local conflict of interest laws, including section 2921.42 and Chapter 102 of the Revised Code, and state and local ethics rules.

Organizational structures must be reviewed and reorganized if necessary to ensure that monitoring, oversight, and evaluation responsibilities are separated from responsibilities for the performance of daily activities and routine functions.

Each local area is required to maintain written standards of conduct for acquisition and procurement per Uniform Guidance (2 C.F.R. 200.318(c)(1)) and rule 5101: 9-4-04 of the Administrative Code. All existing standards should be reviewed in consideration of WIOA requirements and updated as necessary.

Policies and procedures must be established to ensure that the proper firewalls are in place to address any real and apparent conflicts of interest. Potential conflicts include, but are not limited to:

- a. Local stakeholders competing to serve as youth program provider; and
- b. Youth program provider procurement of subcontractors, if local WDB assigns such authority.

Local Stakeholder to Compete

Any local entity that will compete for the opportunity to serve as a youth program provider must not take part in the development of the solicitation or in the procurement process. This includes, but is not limited to: the local fiscal agent, the current youth program provider, the current American Job Center (in Ohio, called the OhioMeansJobs center) operator, or an entity that is a direct provider of services in the local area.

Section 102.03(A)(1) of the Revised Code prohibits former public officials or employees from representing a client or acting in a representative capacity for any

person on any matter on which the former public official or employee participated through decision, approval, disapproval, recommendation, rendering of advice, or other substantial exercise of administrative discretion for a period of 12 months after exiting public employment.

As defined in the statute, "represent" includes any formal or informal appearance before, or any written or oral communication with, any public agency on behalf of any person. "Matter" includes any case, proceeding, application, determination, issue, or question.

If a local fiscal agent, OhioMeansJobs center operator, or provider of career services is competitively selected to serve as the youth program provider, then that entity, along with the local WDB and the chief elected official (CEO) must execute a multi-function agreement, a written agreement per 20 C.F.R. 679.430. The Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-18.1, Local Workforce Development Area Governance, outlines the requirements of the multi-function agreement and clarifies the manner in which the selected entity will fulfill each role and separate responsibilities to remain in compliance with WIOA, the WIOA Final Rules, the Uniform Guidance, and with state and local conflict of interest policies. The agreement must include a table of organization to demonstrate a clear separation between those responsible for carrying out program activities from those responsible for oversight.

When there is uncertainty as to whether a conflict exists or whether policies and procedures will effectively address any conflicts, local WDBs may submit requests for opinions to the Ohio Ethics Commission and/or to the Ohio Attorney General. Ohio Ethics Commission Advisory Opinions, Ohio Attorney General Opinions, and instructions on how to request opinions can be found on their websites:

<http://www.ethics.ohio.gov/advice/index.html> and

<http://www.ohioattorneygeneral.gov/About-AG/Service-Divisions/Opinions>.

2. Procurement Planning

Initial steps in the selection process are to choose the competitive procurement method and to establish a timeline for the completion of the selection process.

In addition to compliance with federal and state procurement requirements and restrictions, local WDBs must consult with the CEO and review local procurement policies and procedures or develop procurement policies and procedures specific to youth program provider selection.

Any entity that is fulfilling more than one role in a local workforce development system must execute a written agreement with the local WDB and the CEO in accordance with 20 C.F.R. 679.430 and WIOAPL 15-18.1.

Procurement Method

WIOA does not provide any restrictions on the frequency of conducting a competitive procurement for the youth program provider. However, contracts must be limited to two-year periods with the option to renew for an additional two years, due to the two-year limit on appropriations per Article II, Section 22 of the Ohio Constitution.

Contract cost and price are subject to the Uniform Guidance (2 C.F.R. 200.323) and paragraph (B)(1) of rule 5101:9-4-07 of the Administrative Code.

The Uniform Guidance (2 C.F.R. 200.320) and rule 5101: 9-4-07.1 of the Administrative Code identify and describe the types of procurement methods that may be used. For purposes of youth program provider selection, the three acceptable procurement methods are as follows:

- a. A competitive sealed bidding process is appropriate when selection can be made primarily based on price and the contract can be a firm, fixed price contract. For this process, an Invitation to Bid document must be developed that includes a comprehensive, clear, and complete description of the services needed. All bids will be opened at the same time. The responsive and responsible bidder with the best price will be selected.
- b. Procurement by competitive proposals is appropriate when selection is based on factors other than price (e.g., qualifications, experience, past performance, etc.). A request for proposals (RFP) document must be developed and must contain a comprehensive, clear and complete description of the services needed, as well as a description of the selection process and the evaluation factors to be used for scoring.
- c. Procurement by non-competition proposals is procurement through solicitation of a proposal from only one source.

Section 123 of WIOA, 20 C.F.R. 681.400, the Uniform Guidance (2 C.F.R. 200.320(f)), and state procurement rules allow non-competitive proposals in certain circumstances. Paragraph (4) of 20 C.F.R. 681.400 states that the local WDB may award grants and contracts on a sole source basis where the local WDB determines that there are an insufficient number of eligible youth program providers in the local area, such as a rural area. No other non-competitive method is allowable. The state does not have the authority to approve waivers of competition for youth program provider selection.

A true sole-source situation is the only exception to the requirement for competitive selection of a youth program provider. The term "sole-source" means only one entity is qualified to fulfill the role of youth program provider in the local area. Written documentation of the entire selection process must be maintained and must demonstrate that sufficient market research and outreach was conducted to justify sole source selection. A cost and/or price analysis must be conducted and documented as well.

Any entity selected on a sole source basis must have the qualifications and capacity to effectively fulfill the role of youth program provider.

A request for review of the sole-source documentation may be submitted to the Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, prior to the execution of the contract. The Deputy Director will assess whether the documentation demonstrates that sufficient efforts were taken by the local WDB to support a sole-source determination.

Small purchase procedures - Under Ohio procurement regulations (rule 5101:9-4-07.1 of the Administrative Code), if a procurement by competitive sealed bids or by proposals to an adequate number of qualified sources is deemed a failed procurement, local WDBs have the option to select a vendor using small purchase procedures.

IV. Definitions

Chief elected official (CEO): The chief elected executive officers of the units of general local government in a local area.

Comprehensive Case Management and Employment Program (CCMEP): an integrated intervention program that combines the Temporary Assistance for Needy Families (TANF) program and the WIOA Youth program to provide employment and training services to individuals ages 14 through 24 years.

Contract: Defined in the Uniform Guidance (2 C.F.R. 200.22), and reiterated in 20 C.F.R. 675.300, a legal instrument by which a non-federal entity purchases property or services needed to carry out a project or program under a federal award. The term as used in 20 C.F.R. 675.300 does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub award as defined in this section.

Fiscal agent: An entity appointed by a local area's CEO to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the local area. Section 107(d)(12)(B)(i)(II) of WIOA maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.

Lead agency: The entity designated by the board of county commissioners to administer CCMEP.

Local area memorandum of understanding (MOU): Required under section 121(c) of WIOA, it is an agreement negotiated and entered by the local WDB and local partners with the agreement of the CEO in the local area. The MOU describes how the parties will provide services and share costs through the workforce development system.

Local workforce development area: In accordance with Section 106 of WIOA, a jurisdiction designated by the Governor for the administration of workforce development activities delivered through a local workforce development system.

Local workforce development system: The system established in accordance with section 121 of WIOA through which programs funded under WIOA and other workforce programs and services are delivered in the local area.

Local workforce development board: Per section 107 of WIOA, the entity established to set policy and be responsible for administration and oversight of the local workforce development system.

Solicitation: The written procurement document (e.g., Request for Proposals (RFP)) that provides potential bidders with details on the role, responsibilities, requirements, and restrictions of a potential grant or contract award.

Subrecipient: An entity that receives an award from a federal grant recipient to carry out an activity for a public purpose as part of the federal program.

Uniform Guidance: The commonly used abbreviation for the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified in 2 C.F.R. Part 200, et seq.

V. Local Workforce Development Area Requirements**A. Written Policies and Procedures**

The local WDB must have written procurement policies and procedures which are consistent with the Uniform Guidance and with state law and rules. Local WDBs must consult with CEOs and review local procurement policies and procedure to ensure compliance with local requirements.

B. Selection Planning and Process**Local WDB Decisions Regarding Procurement of Youth Program Services**

The local WDB must conduct and document all the following steps:

1. Consult with the CEO and review procurement policies and procedures or develop procurement policies and procedures specific to youth program provider selection;
2. Decide whether to allow the CCMEP lead agency to conduct certain, allowable activities and services;
3. Coordinate with CCMEP lead agency, if the CCMEP lead agency is not planning to bid on the youth program provider proposal;
4. Choose the WIOA population to be served: only out-of-school youth or both in-school youth and out-of-school youth;
5. Decide the youth workforce investment activities to be procured: if the youth provider will conduct all activities or just certain activities;
6. Choose a service delivery methodology:
 - a. Area-wide youth provider;
 - b. Center-based youth provider; or
 - c. Service-based service provider; and
7. Decide the procurement method: procurement by competitive sealed bids, procurement by competitive proposals; or procurement by non-competitive proposals.

If the local WDB decides to leverage partner resources to provide some readily available program elements, the local WDB must enter into an agreement with the partner organization to ensure that the program element will be offered and that the program element is closely connected and coordinated with the WIOA youth program.

If the local WDB allows the CCMEP lead agency to conduct certain WIOA youth-funded services, the local WDB must document all factors considered when making this decision, including justifications as to how the CCMEP lead agency can more efficiently provide such services, how these services provided by the CCMEP lead agency are the most cost-effective, and any other factors the local WDB took into consideration.

Additionally, by allowing the CCMEP lead agency to conduct certain WIOA youth-funded services, the local WDB must enter a subrecipient agreement with the CCMEP lead agency to conduct such services and activities. This agreement must include all the following:

1. Authority that will be assigned to the lead agency;
2. Clear description of each responsibility that will be assigned;
3. Precluded services and activities; and
4. Reporting requirements.

Documentation

Local WDBs must maintain documentation of the selection process from planning through selection and the execution of a contract. Documentation must include:

1. A written description of the procurement method chosen and the factors that were considered;
2. Copies of local procurement policies and procedures;
3. A copy of any conflict of interest policies and procedures;
4. Copies of any multi-functional agreements;
5. A copy of the local area code of conduct;
6. Documentation of the roles and responsibilities to be assigned to the youth program provider, including a description of how the local WDB determined which roles to assign;
7. Documentation of a cost and/or price analysis;
8. A copy of the timeline;
9. A copy of the solicitation (or, if applicable, a copy of the documentation to support sole source selection);
10. A copy of all questions and responses from the Q&A process;
11. Copies of all proposals submitted;
12. Copies of the scoring or proposal review documents;
13. Copies of the award/denial letters; and
14. A copy of the resulting contract.

Timeline

Prior to planning the youth program provider selection process, local WDBs must develop a timeline of a duration sufficient for a fair and open competitive process as well as negotiation and execution of a contract with the selected youth program

provider. It is recommended that local WDBs project a date for the selected youth program provider to begin work and to develop the timeline backwards from that date. A starting date of 30 to 60 days prior to that is recommended if it is anticipated that a new youth program provider will be selected. It is important to ensure that a transition from one youth program provider to another does not disrupt service delivery. Timelines should include:

1. Time for selection process planning;
2. Development and approval of the solicitation (check local policies to determine what local approvals are needed);
3. The date the solicitation will be released to the public;
4. A question and answer period for prospective vendors;
5. A final deadline for proposal submission;
6. A time for proposal review and scoring;
7. A date for notice of award/denial;
8. A protest period;
9. Initiation of the contract process (consider chief elected officials' meeting schedules if the local board isn't authorized to execute contracts/agreements);
10. Estimated date of contract execution; and
11. Date for performance to begin under the contract.

Funding

Identify all local resources available to fund the youth program provider. The WIOA Final Rules classify the cost of all functions and activities of subrecipients as program costs (other than subrecipients performing solely administrative functions), so no WIOA administrative funds should be issued to youth program providers unless the administrative funds are converted to program dollars before issuance.

C. Solicitation and Selection Processes

Solicitation

The solicitation must be developed in accordance with the Uniform Guidance (2 C.F.R. 200.319(c)) and paragraph (B)(3) of rule 5101:9-4-07 of the Administrative Code, as well as local procurement policies. A description of the local WIOA youth program and the role(s), responsibilities, and requirements for the youth program provider must be clearly articulated in the solicitation, some of which include, but are not limited to:

1. The role of the youth program provider as defined by the local WDB and as described in WIOA and the Final Rules;
2. A description of the management structure between the local WDB and the youth program provider;

3. A description of the authority that will be assigned to the youth program provider;
4. A clear description of each responsibility that will be assigned to the youth program provider;
5. Number of staff required to operate the youth program, identifying:
 - a. The number of any partner staff fulfilling some responsibilities under the local MOU;
 - b. Any classifications/positions considered "key personnel" that competing entities must identify in their proposals; and
 - c. Qualifications (education and/or experience) that key personnel or other staff must have; and
6. Links to state and local WIOA plans;
7. Technological resources, such as the Ohio Workforce Case Management System (OWCMS), OhioMeansJobs.com, any local systems, business networking software, or online testing sites that the Operator will use;
8. Precluded activities for youth program provider;
9. Accessibility requirements—including those under Section 188 of WIOA, the state's Equal Employment Opportunity (EEO) provisions, and the Americans with Disabilities Act (ADA);
10. Procurement requirements and restrictions (*if youth provider will be assigned to procure any goods or services*). A youth program provider is subject to the same federal, state, and local procurement rules, regulations, and policies to which the local WDBs are subject under WIOA and the Uniform Guidance. Therefore, the youth program provider must enlist a competitive process to procure any subcontractors;
11. Pursuant to section 502 of WIOA, agreement that the youth program provider will comply with sections 8301 through 8303 of the Buy American Act;
12. Safety and security policies and procedures;
13. Federal and state conflict of interest laws, regulations, and policies, as well as the local code of conduct;
14. Local performance measures if any have been defined for the youth program provider;
15. Reporting requirements, including expectations of the local WDB to receive updates and information;
16. Federal and state confidentiality laws and regulations as well as local data security procedures; and

17. Requirement for affirmations that vendors are not debarred under federal law and are qualified to conduct business in the State of Ohio.

Budget Guidelines

Identify budget line items based on the roles and responsibilities that will be assigned to the youth program provider. Budget costs must be consistent with the Uniform Guidance, Section 184 of WIOA, and 20 C.F.R. 683.

Cost and/or Price Analysis

Under both federal and state procurement guidelines, a cost and/or price analysis must be conducted for every procurement that exceeds the federal small purchase acquisition threshold (currently \$150,000) and for every selection made on a sole-source basis.

At a minimum, local WDBs must conduct market research and develop estimates of costs before issuing the solicitation. Research can include a review of current and previous actual costs for a youth program provider.

A template should be provided for competing entities to use for the submission of their cost proposals to ensure consistency with the MOU budget template.

Non-profit entities will be required to treat any income as program costs. For-profit entities must negotiate any profit as a separate cost item for transparency.

VI. State Requirements

The State has established WIOAPL No. 15-18.1 that includes provisions to address conflicts of interest and multi-function agreements.

The State will review procurement policies, codes of conduct, and related procedures on request to assess compliance and to make recommendations for revisions, as appropriate.

The State will conduct and provide technical assistance to local WDBs, as needed (e.g., training) for the procurement of youth program providers.

VII. Monitoring

Oversight and monitoring is an integral function of the local WDBs and must be conducted to ensure that the providers of CCMEP WIOA youth-funded services comply with the requirements of WIOA, the activities in the scope of work, performance reporting requirements, and the terms and conditions of the contract governing the youth program provider as well as the agreement with the CCMEP lead agency, if applicable. In addition to routine monitoring and oversight, local WDBs are encouraged to include a review of procurements and performance of youth program providers as part of contract extensions.

Through the state's monitoring system, monitors will review the local WDB's procurement process during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

VIII. Technical Assistance

Ongoing support, guidance, training and technical assistance on the development of the workforce system are available to all local areas.

Requests for technical assistance may be sent to the Grants Unit at ODJFS, Office of Workforce Development: OWDGRANTS@jfs.ohio.gov.

IX. References

Workforce Innovation and Opportunity Act, §§123 and 188, Public Law 113-128.

20 C.F.R. §§ 675.300, 679.430, and 681.400.

2 C.F.R. §§ 200.319(c), 200.318 to 326.

Ohio Constitution, Article II, Section 22.

O.R.C. §§ 102.03, 124.57, and 2921.42.

O.A.C. §§ 5101: 9-4-04, 5101:9-4-07, 5101: 9-4-07.1.

USDOL, Training and Employment Guidance Letter WIOA No. 21-16, Operating Guidance for Workforce Innovation and Opportunity Act (WIOA), Third Workforce Innovation and Opportunity Act (WIOA) Title I Youth Formula Program Guidance, (March 2, 2017).

USDOL, Training and Employment Guidance Letter WIOA No. 23-14, Operating Guidance for Workforce Innovation and Opportunity Act (WIOA), Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition, (March 26, 2015).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-18.1, Local Workforce Development Area Governance, (January 30, 2017).

Attachment L

WIOAPL 15 10

**Youth Program
Services**

WIOAPL 15-10 (Youth Program Services)

Workforce Innovation and Opportunity Act Policy Letter No. 15-10

July 15, 2015

TO: Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Boards (WDBs), Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: Youth Program Services

I. **Purpose**

The purpose of this policy is to communicate guidance and information regarding the provision of services for the Workforce Innovation and Opportunity Act (WIOA) youth program.

II. **Effective Date**

July 1, 2015

III. **Background**

The goal of the WIOA youth program is to assist youth in making a successful transition to employment and further education. However, the WIOA recognizes that simply providing training is not enough to enter a specific occupation. A wide range of activities and services must be available to assist youth, especially those who are disconnected and out-of-school, in making a successful transition to adulthood. The WIOA youth program is designed to provide services, employment, and training opportunities to those who can benefit from, and who are in need of such services. Funds allocated to the local workforce development areas must be used to carry out a series of services to eligible youth.

IV. **Definitions**

Adult mentoring: one-to-one supportive relationship between an adult and a youth that is based on trust.

Alternative school: schools which offer specialized, structured curriculum inside or outside of the public school system which may provide work/study and/or academic intervention for students with behavior problems, physical/mental disabilities, who are at-risk of dropping out, who are institutionalized or adjudicated youth and/or youth who are in the legal custody of the Ohio Department of Youth Services and are residing in an institution. An alternative school must be approved by the local education agency.

Career pathway: a combination of rigorous and high-quality education, training, and other services that:

- Aligns with the skill needs of industries in the economy of the State or regional economy involved;
- Prepares an individual to be successful in any of the full range of secondary and postsecondary education options, including apprenticeships;
- Includes counseling to support an individual in achieving the individual's education and career goals;

- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the education and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

Comprehensive guidance and counseling: a process of helping youth make and implement informed education, occupation, and life choices.

Enrollment: the collection of information to support eligibility determination and participation in any one of the 14 program elements.

Entrepreneurial skills training: training which provides the basics of starting and operating a small business.

Follow-up services: activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

In-demand occupation: an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy as determined by the State and local boards.

In-demand industry sector: an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, and local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors as determined by the State and local boards.

Leadership development opportunities: opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Occupational skill training: an organized program of study that provides specific vocational skills that lead to proficiency in performing actual task and technical functions required by certain occupational fields at entry, intermediate, or advance levels and results in attainment of a certificate.

On-the-job training (OJT): training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Is made available through a program that provides reimbursement to the employer of a percentage of the wage rate of the participant; and
- 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 for the participant.

Participation: the point at which the individual has been determined eligible for youth program services, has received an assessment, and has received or is receiving at least one program element and is the point at which the individual is to be included in calculations for performance measures.

Pay-for-performance contracts: a procurement strategy that uses pay-for performance contracts which specifies a fixed amount that will be paid to an eligible service provider based on achievement of

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specified levels of performance on the primary indicators of performance for target populations as identified by the local board within a defined timetable, and which may provide for bonus incentives to such service provider to expand capacity.

Postsecondary school: any schooling that follows graduation from high school or completion of high school equivalency, including community colleges, four-year colleges and universities, and technical and trade schools.

Pre-apprenticeship programs: programs or set of strategies designed to prepare individuals to enter and succeed in Registered Apprenticeship programs and have a documented partnership with at least one, if not more, Registered Apprenticeship programs.

Recognized postsecondary credential: a credential consisting of an industry-recognized certificate or certification, certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

Secondary school: a nonprofit institutional day or residential school, including a public secondary charter school, that provides secondary education as determined under State law, except that the term does not include any education beyond grade 12.

Supportive services: services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under the WIOA.

Work experience: a planned, structured learning experience that takes place in a workplace for a limited period of time. Work experiences may be paid or unpaid.

V. Requirements

The youth program is designed to provide the following:

- Activities leading to the attainment of a secondary diploma or its recognized equivalent, or a recognized post-secondary credential;
- Preparation for postsecondary educational and training opportunities;
- Strong linkages between academic instructions and occupation education that lead to the attainment of recognized postsecondary credentials;
- Preparation for unsubsidized employment opportunities, as appropriate; and
- Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

The local workforce development board (WDB) shall ensure that parents, participants, and other members of the community with experience relating to programs for youth are involved in the design and implementation of the youth program, which includes the provision of the following to each participant:

- Information on the full array of applicable or appropriate services which are available through the local board or other eligible providers or OhioMeansJobs center partners.
- Referrals to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis.

Local WDBs must provide eligible youth with information about the full array of applicable or appropriate services available through the local board or other eligible providers, or OhioMeansJobs partners. It also provides that local boards must refer eligible youth to appropriate services that have the capacity to serve them on a concurrent or sequential basis. Additionally, eligible providers must refer youth who either do not meet the enrollment requirements of a particular program or who cannot be

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served by that program for further assessment, as necessary, or to appropriate programs to meet the skills and training needs of the participant.

Per section 129 (c)(8) of the WIOA, the local WDB shall make opportunities available for individuals who have successfully participated in programs carried out under this section to volunteer assistance to participants in the form of mentoring, tutoring, and other activities.

A. Procurement of Providers of Youth Program Activities

Per section 123 of the WIOA, the local WDB shall award grants or contracts on a competitive basis to providers of youth workforce investment activities. If an insufficient number of eligible providers of youth workforce investment activities in the local area are available, the WDB may award grants or contracts on a sole-source basis.

Youth providers should be selected based upon their ability to provide youth program activities, especially those that may be identified in the State Plan, as well as the ability to meet performance accountability measures. The WDB shall conduct oversight of the selected youth providers.

The requirement that eligible providers of youth services be selected by awarding a grant or contract on a competitive basis does not apply to the design framework services when these services are more appropriately provided by WIOA staff.

The local WDB may implement a pay-for-performance contract strategy for program elements for which the local board may reserve and not use more than 10% of the total funds.

B. Pre-enrollment Activities

Clearly, there are an array of activities that must occur before enrollment into the WIOA youth program. These "pre-enrollment" activities include recruitment, intake, initial assessment including an initial determination of barriers and appropriateness for the program, referrals, and the determination of WIOA youth eligibility. None of these activities require enrollment in the local youth program. Pre-enrollment activities are considered to be those activities leading up to the decision to register a participant for services in the local WIOA youth program.

In addition to the "pre-enrollment" activities listed above, informational and self-help activities provided through the OhioMeansJobs centers or through OhioMeansJobs.com are not considered registered services in the WIOA youth program.

C. Design Framework Services

Framework services include the objective assessment, individual service strategy (ISS), general case management, and follow-up services that lead toward successful outcomes for WIOA youth participants.

Framework services are completed prior to participation in the WIOA youth program. As a result, these services may be completed by local WIOA staff. WIOA staff providing framework services may be in the best position to provide such services and can ensure the continuity of WIOA youth programming as youth service providers change.

Both the objective assessment and the ISS are integral to the youth program, and are intended to be on-going throughout program participation. These two activities serve as the basis for which decisions are made that lead to the receipt of the array of the 14 program elements.

When completing either the objective assessment or the ISS, a new assessment of the youth is not required if the youth provider determines it is appropriate to use a recent assessment (within 6 months) of the participant conducted pursuant to another education or training program. This may include evaluations completed by a secondary school, Vocational Rehabilitation, Adult Basic and Literacy Education (ABLE), or other education or training providers.

Per section 129 (c)(1)(A) of the WIOA, local areas are required to provide an objective assessment of the academic levels, skill levels, and service needs of each youth participant. The purpose of the objective assessment is to identify the appropriate services, including the identification of career pathways, for each youth participant. The objective assessment shall include a review of all the following information:

- Basic skills;
- Occupational skills;
- Prior work experience;
- Employability;
- Interests;
- Aptitudes (including interests and aptitudes for nontraditional jobs);
- Supportive service needs; and
- Developmental needs.

All the information captured as part of the objective assessment must be contained within the participant's case file.

Individual Service Strategies (ISS)

Per section 129 (c)(1)(B) of the WIOA, local areas are required to develop service strategies for each participant that are directly linked to one or more performance measure and include the identification of a career pathway that includes education and employment goals, appropriate achievement objectives, and appropriate services for the participant. It is a personalized plan for each WIOA youth participant. As such, the ISS should be completed with the youth participant and periodically reviewed with the participant.

D. Program Elements

Per section 129 (c)(2) of the WIOA, in order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the local area youth program shall make each of the following services available to youth participants:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.

These strategies must lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate or attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.

2. Alternative secondary school services or dropout recovery services.
3. Paid and unpaid work experiences.

Work experience helps youth understand proper workplace behavior and what is necessary in order to attain and retain employment. They are designed to enable youth to gain exposure to the working world and its requirements. Work experiences can serve as a stepping stone to unsubsidized employment and is an important step in the process of developing a career pathway for youth. This is particularly important for youth with disabilities.

A work experience may take place in the private for-profit sector, the non-profit sector, or the public sector. Labor standards apply in any work experience where an

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employer/employee relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Work experiences provide the youth participant with opportunities for career exploration and skill development.

Work experiences must include academic and occupational education. The types of work experiences include the following categories:

- Summer employment opportunities and other employment opportunities available throughout the year;
- Pre-apprenticeship programs;
- Internships and job shadowing; and
- On-the-job training (OJT) opportunities.

Not less than 20% of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting. The percentage of funds spent of work experience is calculated based on the total local area youth funds expended for work experience rather than calculated separately for in-school and out-of-school. Local administrative costs are not subject to the 20% minimum work experience expenditure requirement.

Guidance and requirements pertaining to paid and unpaid work experiences for youth participants are outlined in Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-13, Work Experience for Youth.

4. Occupational skills training.

Occupational skills training shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with state and local in-demand industry sectors or occupations. Such training must:

- Be outcome-oriented and focused on occupational goals specified in the ISS;
- Be of sufficient duration to impart the skills need to meet the occupational goal; and
- Result in the attainment of a recognized post-secondary credential.

An individual training account (ITA) is one of the primary methods through which training is financed and provided. ITAs are established on behalf of a WIOA participant to purchase a program of training services from eligible training providers. The use of an ITA is allowed for out-of-school youth, ages 18 to 24, using WIOA youth funds when appropriate.

As part of the determination of the appropriateness for occupational skills training, a review of "family self-sufficiency" must be completed for those youth participants whose eligibility was not based upon being a low income individual. In these cases, WIOA youth-funded ITAs may only be approved for those who have been determined to be below a locally defined standard of "family self-sufficiency." This requirement is intended to ensure that participants whose eligibility was not based upon being a low income individual and who are seeking youth-funded ITAs are those whose families lack or have limited ability to pay for training and supportive services needed in order to obtain or retain employment.

Guidance and requirements pertaining to the use of ITAs are outlined in WIOAPL No. 15-11, Use of Individual Training Accounts (ITA).

5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

This element requires integrated education and training to occur concurrently and contextually with workforce preparation activities and training for a specific occupation or occupational cluster for the purpose of educational and career advancement. This program element describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. Youth participants will not be required to master basic skills before moving on to learning career-specific technical skills.

6. Leadership development opportunities.

Leadership development opportunities include:

- Exposure to post-secondary education opportunities;
- Community and services learning projects;
- Peer-centered activities, including peer mentoring and tutoring;
- Organizational and team work training, including team leadership training;
- Training in decision-making, including determining priorities and problem solving;
- Citizenship training, including life skills training such as parenting and work behavior training;
- Civic engagement activities which promote the quality of life in a community; and
- Other leadership activities that place youth in a leadership role such as serving on youth leadership committees.

Positive social behaviors are outcomes of leadership opportunities. Benefits of leadership development may include:

- Positive attitudinal development;
- Self-esteem building;
- Openness to work with individuals from diverse backgrounds;
- Maintaining healthy lifestyles;
- Maintaining positive social relationships with responsible adults and peers, and contributing to the well-being of one's community;
- Maintaining a commitment to learning and academic success;
- Avoiding delinquency;
- Postponing parenting and responsible parenting;
- Positive job attitudes and work skills; or
- Keeping informed in community affairs.

The purpose of leadership development activities is to develop skills and attitudes that are important in all areas of life. It provides encouragement and support to youth, developing skills, and instilling confidence as they transition to adulthood.

7. Supportive services.

Supportive services for youth may include, but are not limited to:

- Linkages to community services;
- Assistance with transportation;
- Assistance with child care and dependent care;
- Assistance with housing;
- Needs-related payments;
- Assistance with educational testing;
- Reasonable accommodations for youth with disabilities;
- Referrals to health care; and

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- Assistance with uniforms or other appropriate work attire and work-related tool costs

Supportive services may be provided to youth both during participation and after program exit.

8. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months.

Adult mentoring for youth must:

- Last at least 12 months and may take place both during the program and following exit from the program;
- Be a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee;
- Include a mentor who is an adult other than the assigned youth case manager; and
- While group mentoring activities and mentoring through electronic means are allowable as part of the mentoring activities, at a minimum, the local youth program must match the youth with an individual mentor with whom the youth interacts on a face-to-face basis.

The purpose of adult mentoring is to build positive, supportive relationships between youth and adults and to provide positive adult role models for youth. High-quality adult mentoring programs include an adult role model who builds a working relationship with a youth and who fosters the development of positive life skills in youth.

Mentoring may include workplace mentoring where the local program matches a youth participant with an employer or employee of a company.

9. Follow-up services.

Follow-up services are critical services provided following a youth's exit from the program to help ensure the youth is successful in employment and/or post-secondary education and training.

Follow-up services may include:

- Leadership development and supportive service activities;
- Regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
- Assistance in securing better paying jobs, career pathway development , and further education or training;
- Work-related peer support groups;
- Adult mentoring; and/or
- Services necessary to ensure the success of youth participants in employment and/or post-secondary education

All youth participants must receive some form of follow-up services for a minimum duration of 12 months. Follow-up services may be provided beyond the 12 months at the local board's discretion. The types of services provided and the duration of services must be determined based on the needs of the youth and therefore, the type and intensity of follow-up services may differ for each participant. However, follow-up services must include more than only a contact attempted or made for securing documentation in order to report a performance outcome.

10. Comprehensive guidance and counseling. ^{Attachment I}

Comprehensive guidance and counseling provides individualized counseling to participants. This includes career and academic counseling, drug and alcohol counseling, mental health counseling, and referral to partner programs.

The purpose of comprehensive guidance and counseling is to promote growth in each youth's educational, personal, social, and employability skills. Comprehensive guidance and counseling programs impart through counselor-directed learning opportunities that help youth achieve the success through academic, career, personal, and social development.

When referring participants to necessary counseling that cannot be provided by the youth program or its service providers, the local youth program must coordinate, including obtaining releases of information to obtain information regarding appropriateness of WIOA services, with the organization it refers to in order to ensure continuity of service.

11. Financial literacy education.

Financial literacy includes activities which:

- Support the ability of youth participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
- Support participants in learning how to effectively manage spending, credit, and debt, including student loans, consumer credit, and credit cards;
- Teach participants about the significance of credit reports and credit scores; what their rights are regarding their credit and financial information; how to determine the accuracy of a credit report and how to correct inaccuracies; and how to improve or maintain good credit;
- Support a participant's ability to understand, evaluate, and compare financial products, services, and opportunities and to make informed decisions;
- Educate participants about identity theft, ways to protect themselves from identity theft, and how to resolve cases of identity theft and in other ways under their rights and protection related to personal identity and financial data; and
- Support activities that address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and education materials.
- Provide financial education that is age appropriate, timely, and provides opportunities to put lessons into practice, such as by access to safe and affordable financial products that enable money management and savings; and
- Implement other approaches to help participants gain the knowledge, skills, and confidence to make informed financial decisions that enable them to attain greater financial health and stability by using high quality, age-appropriate, and relevant strategies and channels, including where possible, timely and customized information, guidance, tools, and instructions.

12. Entrepreneurial skills training.

Entrepreneurial skills training must develop skills associated with entrepreneurship. Such skills include, but are not limited to the ability to:

- Take initiative;
- Creatively seek out and identify business opportunities;
- Develop budgets and forecast resource needs;

- Attachment I
- Understand various options for acquiring capital and the trade-offs associated with each option; and
 - Communicate effectively and market oneself and one's ideas.

Approaches to teaching youth entrepreneurial skills include, but are not limited to, the following:

- Entrepreneurship education that provides an introduction to the values and basics of starting and running a business;
 - Enterprise development which provides supports and services that incubate and help youth development their own business; and
 - Experiential programs that provide youth with experience in the day-to-day operation of a business.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
 14. Activities that help youth prepare for and transition to postsecondary education and training.

Local areas must make all these program elements available to youth participants. This does not mean, however, that every youth participant must receive services from all program elements. Local areas have the discretion to determine what specific program elements will be provided to a youth participant, based on each participant's objective assessment and ISS.

Although the fourteen program elements must be provided and/or made available to WIOA eligible youth participants in each local area, they are not the sole array of services that made up the local youth programs.

Local areas are not required to use WIOA youth funds for each of the program elements. Local programs may leverage partner resources to provide some of the readily available program elements. However, the local area must ensure that if a program element is not funded by the WIOA, the local program has an agreement in place with the partner organization to ensure that the program element will be offered. The local board must ensure that the program element is closely connected and coordinated with the WIOA youth program.

VI. Reporting Requirements

There is no self-service concept for the WIOA youth program and every individual receiving services under the WIOA must meet eligibility criteria and formally enroll in the program.

Program participation begins when the youth is determined eligible and receives an assessment and a program element. Therefore, at the point of participation, a youth participant will be enrolled in the youth program and reported in the Ohio Workforce Case Management System (OWCMS). All youth participants will be counted in the WIOA youth program performance measure calculations.

VII. Monitoring

At the local level, the local area must conduct oversight of the implementation of the WIOA youth program to ensure that participants enrolled in the program have an objective assessment and ISS and that identified services have been provided.

Through the state's monitoring system, program monitors will review the local area's implementation of the WIOA youth program, including a participant file review, during the annual onsite monitoring review

Attachment I
for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

VIII. Technical Assistance

For additional information, you may send your questions to the Office of Workforce Development: OWDPOLICY@jfs.ohio.gov.

For technical assistance, you may send your request to the Office of Workforce Development: WIAQNA@jfs.ohio.gov.

IX. References

Workforce Innovation and Opportunity Act, Pub. L. 113-128.

20 C.F.R. 603 et seq.

29 U.S.C. 3101 et seq.

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-13, Work Experience for Youth, (July 1, 2015).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-11, Use of Individual Training Accounts (ITA), (July 1, 2015).

Rescission

ODJFS, Workforce Investment Act Transmittal Letter No. 33, Youth Services and Program Participation, (July 3, 2007).

Attachment M

WIOAPL 15 06

Determination
of Dependent
Status

WIOAPL 15-06 (Determination of Dependent Status)

Workforce Innovation and Opportunity Act Policy Letter No. 15-06

July 15, 2015

TO: Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Boards (WDBs), Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: Determination of Dependent Status

I. **Purpose**

The purpose of this policy is to outline the process for determining if an applicant or member of a family is dependent on, or independent of, his/her parents(s) or guardian(s).

II. **Effective Date**

July 1, 2015

III. **Background**

This policy is intended to help avoid uncertainty and/or inconsistency in making eligibility decisions regarding family size and the inclusion of income when relevant for all appropriate members of the applicant's family. The support provided by parents or guardians must be carefully considered when determining eligibility for WIOA adult and youth program services. The definition of dependent is being expanded to include young adults, ages 18-24, as well as youth applicants and participants.

IV. **Definitions**

Dependent: an applicant who falls in any one of the following categories:

- Under 18 years of age, living with parents or guardians, and is receiving support from them; or
- Age 18-24 and parent(s) or guardian(s) pay(s) for more than 50% of the applicant's support.

Independent: an applicant who falls into any one of the categories below:

- Under 18 years of age, not living with parents or guardians, and is not receiving any support from them;
- Individuals, age 18-24, providing more than 50% of their own support;
- Age 25 or older;
- Married (including separated, but not divorced);
- Has children that receive more than half of their support from the applicant;
- Has dependents other than a spouse or children who live with the applicant and receive more than half of their support from the applicant;
- Lives in own residence or in a residence without financial or other support from parents or guardians;
- Is on active duty in the U.S. armed forces for purposes other than training; or
- A veteran of the U.S. armed forces.

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Support: as it relates to dependent, financial assistance from parents or guardians to help pay for food, clothing, shelter, utilities, education, medical and dental care, recreation, transportation, and any other living expenses; as well as government-provided cash public assistance and food assistance.

V. Requirements

WIOA Youth Program

Dependent status must be documented for all WIOA eligible youth applicants, ages 14-24, as defined in section 129 (a)(1), (2), and (3) of the WIOA. Verification of dependent status and means of support must be documented for each youth program participant by completion of checklist that incorporates, at a minimum, the categories listed in Attachment A. Self-attestation may be accepted to document parental support pursuant to self-attestation procedures outlined in Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-07, Source Documentation for WIOA Eligibility.

An individual under 18 years of age is always considered to be a dependent child, unless the youth is not living with parents or guardians and is not receiving any support from them.

The issue of guardianship concerning dependent children is determined either by decree of court or by a state or federal agency that has established or assumed guardianship.

Determination of dependent status is particularly important for WIOA youth, ages 18-24, who are applying for WIOA youth-funded individual training accounts (ITAs) as not all out-of-school youth enrolled in the youth program are low income individuals.

WIOA Adult Program

Dependent status must be documented for all WIOA adults, ages 18-24, who are applying for WIOA adult-funded individual training accounts (ITAs). The determination of dependent status is driven by the following factors:

- The amount of support provided by the applicant by his or her parent(s) or guardian(s); **and**
- The applicant's age;
- The applicant's marital status;
- The applicant's dependents (biological/adopted children, disabled adults, and others dependent on the applicant for more than 50% of the applicant's support; **and**
- Veteran status.

Verification of dependent status and means of support must be documented for each WIOA adult participant, ages 18-24, who is applying for an ITA. This is done by completion of checklist that incorporates, at a minimum, the categories listed in Attachment A of WIOAPL No. 15-07. The JFS 13186, Self-Attestation, may be accepted to document parental support when signed by a parent or guardian.

VI. Monitoring

Through the state's monitoring system, program monitors will review the area's application of dependent status for the youth program and 18-24 year old participants applying for WIOA adult-funded ITA, including conducting a participant file review, during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

VII. Technical Assistance

For additional information, you may send your questions to the Office of Workforce Development: OWDPOLICY@jfs.ohio.gov.

Attachment M
For technical assistance, you may send your request to the Office of Workforce Development:
WIAQNA@jfs.ohio.gov.

VIII. References

Workforce Innovation and Opportunity Act, Public Law 113-128

29 U.S.C. 3101 et seq.

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-06, Source Documentation for WIOA Eligibility, (July 1, 2015).

Rescission

ODJFS, Workforce Investment Act Policy Letter No. 08-11.2, Determination of Dependent Status for Workforce Investment Act (WIA) Applicants to the WIA Youth and Adult Programs, (May 26, 2011).

WIOAPL 17-02 (WIOA Adult, Dislocated Worker, and Youth Programs Performance Accountability)

Workforce Innovation and Opportunity Act Policy Letter No. 17-02

September 21, 2017

TO: Chief Elected Officials
Local Workforce Development Board Chairpersons
Local Workforce Development Board Directors
and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: WIOA Adult, Dislocated Worker, and Youth Programs Performance Accountability

I. Purpose

The purpose of this policy is to provide guidance on the Workforce Innovation and Opportunity Act (WIOA) requirements related to the implementation and operation of the performance accountability system.

II. Effective Date

Immediately

III. Background

Section 116 of WIOA and 20 C.F.R. 677.155 establish performance accountability indicators and performance reporting requirements to assess the effectiveness of States and local workforce development areas (local areas) in achieving positive outcomes for individuals served by the workforce development system's six core programs. These six core programs are the WIOA Title I Adult, Dislocated Worker, and Youth programs; WIOA Title II Adult Education and Family Literacy Act program; WIOA Title III Wagner-Peyser Employment Service program; and WIOA Title IV Vocational Rehabilitation program. WIOA provides a holistic approach to aligning performance-related definitions, streamlining performance indicators, and ensuring both comparable and integrative data collection and reporting methodologies across all six core programs within the context of program-specific requirements.

Under section 116(b)(2)(A) of WIOA, the six primary indicators of performance are:

1. Employment Rate – 2nd quarter after exit;
2. Employment Rate – 4th quarter after exit;
3. Median Earnings;
4. Credential Attainment;
5. Measurable Skill Gains; and

6. Effectiveness in Serving Employers. Attachment N

This policy focuses on the performance accountability indicators as it pertains to the WIOA Title I Adult, Dislocated Worker, and Youth programs.

A. Employment Rate – 2nd Quarter After Exit

1. WIOA Adult and Dislocated Worker Programs

The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the Adult or Dislocated Worker program. The calculation for this indicator includes all adult or dislocated worker participants. The Adult and Dislocated Worker programs are calculated separately.

Calculation Methodology: The number of adult or dislocated worker participants who exited during the program year and are identified as employed (using, for instance, an Unemployment Insurance (UI) wage record match, Federal or military employment records, or supplemental wage information), in the second quarter after exit **divided** by the number of adult or dislocated worker participants who exited during the program year.

2. WIOA Youth Program

The percentage of youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.

Calculation Methodology: The number of youth program participants who exited during the program year and are identified as employed, (using, for instance, a UI wage record match, Federal or military employment records, or supplemental wage information) **or** identified as enrolled in secondary education, postsecondary education, or occupational skills training (including advance training) in the second quarter after exit **divided** by the number of youth program participants who exited the program during the program year.

B. Employment Rate – 4th Quarter After Exit

1. WIOA Adult and Dislocated Worker Programs

The percentage of adult or dislocated worker program participants who are in unsubsidized employment during the fourth quarter after exit from the program. The calculation for this indicator includes all adult or dislocated worker participants. The Adult and Dislocated Worker programs are calculated separately.

Calculation Methodology: The number of adult or dislocated worker participants who exited during the program year who are identified as employed (using, for instance, a UI wage record match, Federal or military employment records, or supplemental wage information), in the fourth quarter after exit **divided** by the number of adult or dislocated worker participants who exited during the program year.

2. WIOA Youth Program

The percentage of youth program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.

Calculation Methodology: The number of youth program participants who exited during the reporting period and are identified as employed (using, for instance, a UI wage record match, Federal or military employment records, or supplemental wage information) **or** identified as enrolled in secondary education, postsecondary education, or occupational

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skills training (including advance training) in the fourth quarter after exit **divided** by the number of youth program participants who exited the program during the program year.

C. Median Earnings – 2nd Quarter After Exit

The median earnings of adult, dislocated worker, or youth program participants who are in unsubsidized employment during the second quarter after exit from the program (unsubsidized employment may be shown by such things as a UI wage record match, Federal or military employment records, or supplemental wage information). The Adult, Dislocated Worker, and Youth programs are calculated separately.

Calculation Methodology: The total quarterly earnings, for all participants employed in the second quarter after exit, are collected by either direct wage record match or supplemental wage information. The collected quarterly wage information values are listed in order, from the lowest to the highest value. The value in the middle of this list is the median earnings value. Note: if there is an equal number of values, the two middle values are added together and divided by two).

Training and Employment Guidance Letter (TEGL) No. 10-16.1 published by the United States Department of Labor (USDOL) provides a wage conversion chart to convert supplemental wage information values that do not represent the total amount a participant earned in the second quarter after exit (e.g., conversion of hourly, weekly, monthly rates to quarterly wages). This guidance may be found at: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8226.

D. Credential Attainment

1. Adult and Dislocated Worker Programs

The percentage of adult and dislocated worker participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.

2. Youth Program

The percentage of youth participants enrolled in an education or training program who attained a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.

All in-school youth are included in the credential attainment indicator since they are attending secondary school or postsecondary school. Only out-of-school youth who participated in one of the following are included in the credential attainment indicator:

- a. Occupational skills training program element;
- b. Secondary education during participation in the Youth program;
- c. Postsecondary education during participation in the Youth program;
- d. Title II-funded adult education (in Ohio, called Aspire (formerly known as ABLE));
- e. YouthBuild; or
- f. Job Corps.

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3. Special Rule Relating to Secondary School Diplomas

Adult, dislocated worker, or youth program participants who obtain a secondary school diploma or its recognized equivalent must also meet an **additional** condition before they are counted as successful outcomes and included in the numerator of the credential attainment indicator. These participants must be employed or enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

4. Calculation Methodology

Calculation of this indicator includes all participants who exited from a program and were in either a postsecondary education or training program or in a secondary education program at or above the 9th grade level without a secondary school diploma or its equivalent. The Adult, Dislocated Worker, and Youth programs are calculated separately.

The calculation is as follows: The number of participants who exited during the reporting period who:

- a. Obtained a recognized postsecondary credential during program participation or within one year after exit; **OR**
- b. Were in a secondary education program and obtained a secondary school diploma or its recognized equivalent during program participation or within one year after exit **and** were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit; **DIVIDED BY**
- c. The number of participants enrolled in an education or training program who exited during the reporting period.

5. Definition of Credential

This indicator measures the attainment of two types of credentials:

- a. **Recognized postsecondary credential:** A credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by Ohio or Federal government, or an associate or baccalaureate degree.

A recognized postsecondary credential is awarded in recognition of an individual's attainment of measurable technical or industry/occupational skills necessary to obtain employment or advance within an industry/occupation. Examples include Certified Nursing Assistant (CNA) License or Automotive Service Excellence (ASE) Certification.

Certificates awarded by local workforce development boards (WDB) or work readiness certificates are not included in this definition. Neither types of certificates document the measurable technical or industry/occupational skills necessary to gain employment or advance within an occupation. Such certificates must recognize technical or industry/occupational for the specific industry/occupation rather than general skills related to safety, or other such skills, even if these skills certificates are broadly required to qualify for entry-level employment or advancement in employment.

Other examples of certificates or credentials that do not count in this measure are the Occupational Safety and Health Administration (OSHA) 10-Hour Course (which provides awareness of job-related common safety and health hazards) or the completion of Orientation and Mobility Training.

A variety of different public and private entities issue recognized postsecondary credentials. The following is a list of types of organizations and institutions that award recognized postsecondary credentials:

- i. A State educational agency or a State agency responsible for administering vocational and technical education;
- ii. An institution of higher education that is qualified to participate in student financial assistance programs;
- iii. An institution of higher education that is formally controlled, or has been formally sanctioned or chartered, by the governing body of an Indian tribe or tribes;
- iv. A professional, industry, or employer organization or product manufacturer or developer using a valid and reliable assessment of an individual's knowledge, skills, and abilities;
- v. USDOL, Employment and Training Administration (ETA), Office of Apprenticeship or a State Apprenticeship Agency;
- vi. Public regulatory agencies, which award a credential upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession;
- vii. A program that has been approved by the Department of Veterans Affairs (VA) to offer education benefits to veterans and other eligible persons; or
- viii. Job Corps, which issues certificates for completing career training programs that are based on industry skills, standards and certificate requirements.

The Ohio Department of Education (ODE) has put together a list of industry-recognized credentials at the following website: <http://education.ohio.gov/Topics/Ohio-Graduation-Requirements/Graduation-Requirements-2018-and-Beyond/Industry-Recognized-Credentials-and-WorkKeys/Industry-Recognized-Credentials>.

- b. **Secondary school diploma** (commonly known as high school diploma): a secondary school diploma (or alternate diploma) is one that is recognized by the State and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA).

A secondary school equivalency certification signifies that a student has completed the requirements for a high school education. The types of recognized equivalents, for those not covered under ESEA, which would satisfy the credential attainment performance indicator are those recognized by a State.

Examples of secondary school diplomas, alternate diplomas, and recognized equivalents recognized by individual States include:

- i. Obtaining a certificate by attaining passing scores on a State-recognized high school equivalency test;
- ii. Earning a secondary school diploma or State-recognized equivalent through a credit bearing secondary education program sanctioned by State law, code, or regulation; or

- Attachment N
- iii. Completion of a specified number of college credits.

6. Types of Acceptable Credentials

The following are acceptable types of credentials that count toward the credential attainment indicator:

- a. Secondary school diploma or recognized equivalent;
- b. Associate's degree;
- c. Bachelor's degree;
- d. Occupational licensure;
- e. Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates;
- f. Occupational certification; or
- g. Other recognized certificates in industry/occupational skill completion sufficient to qualify for entry-level or advancement in employment.

Graduate degrees are not included in the definition of a recognized postsecondary credential. Therefore, graduate degrees do not count towards credential attainment.

E. Measurable Skill Gains

The measurable skill gains indicator is used to measure interim progress of participants who are enrolled in education or training services for a specific reporting period. Therefore, it is not an exit-based measure. Instead, it is intended to capture important progressions through pathways that offer different services based on program purposes and participant needs and can help fulfill the vision for a workforce system that serves a diverse set of individuals with a range of services tailored to individual needs and goals.

Calculation Methodology: The number of participants during the program year who are in an education or training program that leads to a recognized postsecondary credential or employment and are achieving measurable skills gains based on the attainment of at least one type of measurable skill gain divided by the number of program participants during the program year who are in an education or training program that leads to a recognized postsecondary credential or employment.

1. Adult and Dislocated Worker Programs

The Measurable Skill Gains indicator is the percentage of adult and dislocated worker participants who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

All adult and dislocated worker participants in a training program are included in the measurable skill gains indicator, which includes a training program for a secondary school program equivalent, and all participants in work-based training.

2. Youth Program

The Measurable Skill Gains indicator is the percentage of youth participants who, during a program year, are in education or training programs that lead to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment.

All in-school youth attending secondary or postsecondary school are included in this indicator. Out-of-school youth who are in one of the following are also included in this indicator:

- a. Tutoring, study skills training, instruction, and dropout prevention services program element;
- b. Occupational skills training program element;
- c. Secondary education during participation in the Youth program;
- d. Postsecondary education during participation in the Youth program;
- e. Title II-funded adult education (in Ohio, called Aspire);
- f. YouthBuild; or
- g. Job Corps.

3. Additional Parameters

- a. Participants are included in the denominator one time per program year, regardless of how many skill gains they achieve during that program year unless the individual has more than one period of participation in a given program year.
- b. Participants are only included in the numerator one time per program year, regardless of how many skill gains they achieve in a program year, unless the individual has more than one period of participation in a given program year.
- c. A participant who exits the program and re-enrolls in the program during the same program year and is in an education or training program will be in the indicator two times for that particular program year.
- d. The measurable skill gains indicator is different from the other indicators because it is not exit-based, meaning that a participant can achieve a measurable skill gain while still participating in the program.
- e. Programs should not delay enrollment in services to participants until a new program year even if programs believe there is insufficient time for the participant to make a type of measurable skill gain by the end of that program year.

4. Definition and Documentation of Progress

Depending on the type of education or training program in which a participant is enrolled, documented progress is defined and noted as follows:

- a. **Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level.** Programs may measure education functioning level gain in one of three ways:

- i. Comparing the participant's initial education functioning level, as measured by a pre-test, with the participant's educational functioning level, as measured by a post-test. These pre- and post-tests must be based on the list of tests the Secretary of Education determines to be suitable for use in the National Reporting System for Adult Education.
 - ii. Measuring and reporting educational gain through the awarding of credits or Carnegie units (if adult high school education programs that lead to a secondary school diploma or its equivalent are offered).
 - iii. Reporting an educational functioning level gain for participants who exit a program below the postsecondary level and enroll in postsecondary education and training during the program year. A program below the postsecondary level applies to participants enrolled in a basic education program.
- b. **Documented attainment of a secondary school diploma or its recognized equivalent.** Programs may document attainment of a secondary school diploma or its recognized equivalent if the participant obtains certification of attaining passing scores on all parts of a State-recognized high school equivalency test, or the participant obtains a diploma or State-recognized equivalent documenting satisfactory completion of secondary studies or an alternate diploma, including a high school or adult secondary school diploma.
- c. **Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the Ohio Department of Education or the Ohio Department of Higher Education academic standards.**
- i. For secondary education, this gain may be documented through receipt of a secondary transcript or report card for one semester showing that the participant is achieving the State unit's policies for academic standards. In Ohio, the minimum number of credits to graduate is 20 credit hours; some local school districts may require more. Therefore, the transcript or report card should indicate that the youth participant is earning enough credits (at least 5 credit hours per year) at a pace to satisfy the credit requirement to graduate from secondary school. Credits may also include those earned through co-enrollment in postsecondary education.
 - ii. For postsecondary education, this gain must demonstrate a sufficient number of credit hours (full time students- at least 12 hours per semester or part-time students- at least 12 hours over the course of two completed consecutive semesters during the program year) that shows a participant is achieving the Ohio Department of Higher Education academic standards.
- d. **Satisfactory or improved progress report, toward established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider.** The gain may be documented by a satisfactory or improved progress report from an employer or training provider. Progress reports may include training reports on milestones completed as the individual masters the required job skills, or steps to complete an OJT or apprenticeship program. Increases in pay resulting from newly acquired skills or increased performance also can be used to document progress.

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- e. **Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge-based exams.** Documentation for this gain may include passage of a component exam in a Registered Apprenticeship program, employer-required knowledge-based exam, and satisfactory attainment of an element in an industry or occupational competency-based assessment, or other completion test necessary to obtain a credential.

F. Effectiveness in Serving Employers

Section 116(b)(2)(A)(i)(VI) of WIOA requires that the Departments of Labor and Education establish a primary indicator of performance for effectiveness in serving employers. This indicator will be measured as a shared outcome across all six core programs within each State to ensure a holistic approach to serving employers. However, this policy will focus on how this performance indicator is measured in the Adult, Dislocated Worker, and Youth Programs.

Three approaches for measuring effectiveness in serving employers have been developed: Retention, Repeat Business Customers, and Employer Penetration Rate. USDOL allows States to pick two approaches to be measured. Ohio will use the following approaches to be used for measuring the effectiveness of serving employers:

1. Retention – This approach captures the percentage of participants who exit and are employed with the same employer in the second and fourth quarters after exit. This approach is useful in determining whether the Adult, Dislocated Worker, and Youth programs are serving employers effectively by improving the skills of their workforce and decreasing employee turnover.

The measure is calculated as follows:

The number of participants with wage records who exit during the reporting period and were employed by the same employer during the second quarter after exit and the fourth quarter after exit **divided** by the number of participants with wage records who exit and were employed during the second quarter after exit.

This approach is calculated based on information included in wage record matches for participants in their fourth quarter after exit. This means that only participants who are included in this approach are those for whom a wage record match is available.

2. Repeat Business Customers – This approach tracks the percentage of employers who receive services that use Adult, Dislocated Worker, and Youth program services more than once within the previous three program years. This approach is useful in determining whether employers who receive services from the Adult, Dislocated Worker, and Youth programs are satisfied with those services and become repeat customers. This approach also assesses the workforce system's ability to develop and maintain strong relationships with employers over extended periods of time.

The measure is calculated as follows:

The total number of establishments served during the current program year that have used the Adult, Dislocated Worker, and Youth programs more than once during the prior three program years **divided** by the number of establishments served during the current program year. The number of establishments is defined by the Bureau of Labor Statistics (BLS) Quarterly Census of Employment and Wages (QCEW) program.

This measure is a unique count of employers who use Adult, Dislocated Worker, and Youth programs more than once. Regardless of repeat usage of Adult, Dislocated Worker, and Youth program services, an employer who uses these services more than once during the last three program years should be counted only once in this calculation.

It should be noted that the States are not required to use data for services delivered to employers prior to July 2016 to fulfill the prior three program year requirement.

G. Programmatic Criteria for Becoming a Participant in the Adult, Dislocated Worker, and Youth Programs

Due to the variability in programmatic criteria to receive services, the particular services that trigger inclusion as a participant vary across the Adult, Dislocated Worker, and Youth programs.

1. Adult and Dislocated Worker Program – Receipt of training services or individualized career services makes a reportable individual a participant. For basic career services, a reportable individual becomes a participant when he or she receives a service that is neither self-service nor information-only. Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-08.1, Career Services for Adults and Dislocated Workers, provides guidance on which basic career services triggers participation in the Adult or Dislocated Worker programs.
2. Youth Program – When a reportable individual has satisfied all applicable program requirements for the provision of services, including an eligibility determination, completion of an objective assessment (as documented on the comprehensive assessment), development of an individual service strategy (as documented on the individualized opportunity plan), and receipt of one of the 14 WIOA Youth program elements, he or she is considered a participant.

H. Exit from the Program

1. Participant Exit

For the WIOA Adult, Dislocated Worker, and Youth programs, the date of exit from the program is the last date of service. Specifically:

- a. The date of exit cannot be determined until 90 days have elapsed since the participant last received services. Furthermore, there must be no plans to provide the participant with future services. At that point, the date of exit is applied retroactively to the last date of service.
- b. For determining whether 90 days have elapsed since the participant last received services, do not include receipt by the participant of any self-service, information-only services or activities, or follow-up services, as these services do not delay, postpone, or affect the date of exit. Because the date of exit is retroactive to the last date of service, follow-up services may begin immediately following the last date of service if it is expected that the participant will not receive any future services other than follow-up services. Provision of follow-up services does not extend the date of exit.

A participant may be exited from the Adult, Dislocated Worker, or Youth program and excluded from performance reporting for the following reason(s):

- a. The participant has become incarcerated in a correctional institution or has become a resident of an institution or facility providing 24-hour support (i.e., a hospital or treatment center) during the course of receiving services;

- b. The participant exits the program because of medical treatment. The treatment is expected to last longer than 90 days and precludes entry into unsubsidized employment or continued participation in the program;
- c. The participant is deceased;
- d. The participant is a member of the National Guard or other reserve military unit of armed forces and is called to active duty for at least 90 days; and
- e. For the WIOA Youth program only, the participant is in the foster care system and exits the program because the participant has moved from the local area as part of such program or system.

2. Reportable Individual Exit

For tracking purposes, the date of "exit" for reportable individuals for the WIOA Adult, Dislocated Worker, and Youth Programs is determined as follows:

- a. The individual does not become a participant; and
- b. The individual is served under the Adult, Dislocated Worker, or Youth program through receipt of services that do not result in the individual becoming a participant; and
- c. The individual has had 90 days elapse since being identified as a reportable individual and the individual has not received additional self-service or informational-only services or activities during that 90-day time period.

The date of exit for a reportable individual cannot be determined until 90 days have elapsed since the reportable individual last received any of the following services:

- a. Self-service;
- b. Information-only services and activities;
- c. Services under the Adult, Dislocated Worker, or Youth program that do not result in the individual becoming a participant, with no future services scheduled.

At that point, the date of exit is applied retroactively to the last date of receipt of one of the services mentioned above.

IV. **Definitions**

Basic skills deficient: An individual who:

- 1. Is a youth that has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
- 2. Is a youth or adult that is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Certificate: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed and endorsed by employers, industries, or government oversight agencies. Certificates are awarded in recognition of an individual's attainment of technical or occupational skills by:

1. A state educational agency or a state agency responsible for administering vocational and technical education within a state.
2. An institution of higher education.
3. A professional, industry, or employer organization using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
4. A registered apprenticeship program.
5. A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to have in order to work in a particular occupation or profession.
6. A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
7. Job Corps centers that issue certificates.
8. Institutions of higher education which are formally controlled, or have been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

Chief elected official (CEO): Per section 3(9) of WIOA, the chief elected executive officer(s) of a unit of general local government in a local area and, in the case of a local area that includes more than one unit of general local government, the individual(s) designated under an intergovernmental agreement.

Core program: a program which is authorized under one of the following program provisions:

1. Chapters 2 and 3 of subtitle B of Title I, relating to youth workforce investment activities and adult and dislocated worker employment and training activities;
2. Title II, relating to adult education and literacy activities;
3. Sections 1 through 13 of the Wagner-Peyser Act (29 U.S.C. 49 et seq), relating to employment services; and
4. Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq), relating to vocational rehabilitation services.

Credential: A nationally recognized degree, license or certificate, or state/locally recognized degree, license or certificate.

Employment: When an individual is working in a paid, unsubsidized job or working 15 hours or more a week in a wageless job on a farm or business operated by a family member or the individual.

Exit: The last date of service. The last date of service cannot be determined until at least 90 days have elapsed since the participant last received services and there are no plans to provide the participant with future services.

Follow-up services: Activities to monitor an adult, dislocated worker, or youth's success during their transition to employment or further education and to provide assistance as needed for a successful transition.

Individual with a barrier to employment: Per section 3(24) of WIOA, an individual who is a:

1. Displaced homemaker;
2. Low-income individual;

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3. Indian, Alaskan native, and Native Hawaiian;
 4. Individual with disabilities;
 5. Older individual (age 55 and older);
 6. Ex-offender;
 7. Homeless individual or homeless child and youth;
 8. Youth who is in or has aged out of the foster care system;
 9. English language learner, individual with a low level of literacy, and individual facing substantial cultural barriers;
 10. Eligible migrant and seasonal farmworker;
 11. Individual within two years of exhausting lifetime temporary assistance for needy families (TANF) eligibility;
 12. Single parent (including single pregnant woman);
 13. Long-term unemployed individual (unemployed for 27 or more consecutive weeks); and
 14. Other groups of individuals Ohio determines to have barriers to employment.

Information-only services: Activities that provide readily available information that does not require an assessment by a staff member of the individual's skills, education, or career objectives. These services do not constitute participation in a program.

Negotiated levels of performance: The levels of performance for each primary indicator in each core program, agreed to by the State, prior to the start of the program year.

Participant: A reportable individual who received services other than self-service, information-only services, and/or follow-up services, if that individual satisfied all applicable programmatic requirements for the receipt of services, such as an eligibility determination.

Participation: The point at which the individual has been determined eligible for program services and has received or is receiving a career or training service, or a youth program element, and is the point at which an individual is to be included in calculations for performance indicators.

Performed successfully: Pursuant to 20 C.F.R. 679.260(b), means that the local area met or exceeded the levels of performance the State negotiated with the local workforce development area and chief elected official for core indicators of performance, and that the local area has not failed any individual measure for the last two consecutive program years in accordance with a State-established definition provided in the Combined State Plan, of met or exceeded performance.

Period of participation: For all indicators, except measurable skill gains, the period of time beginning when an individual becomes a participant and ending on the participant's date of exit from the program.

Planning region: A region comprised of two or more local workforce development areas that are collectively aligned with the region.

Program year (PY): The time period beginning July first and ending June thirtieth.

Public assistance: As defined in section (3)(50) of WIOA, federal, state, or local government cash payments for which eligibility is determined by a needs or income test. This includes Temporary

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Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and Supplemental Security Income (SSI).

Reportable individual: An individual who has taken action that demonstrates an intent to use the program services and who meets specific reporting criteria of the program, including:

1. Individuals who have provided identifying information; and
2. Who:
 - a. only used the self-service system; or
 - b. received information-only services or activities.

Secondary school diploma: A high school diploma recognized by Ohio that is included for accountability purposes under the ESEA, as amended by the Every Student Succeeds Act (ESSA).

Self-service: Services that occur when individuals independently access any workforce development system program's information and activities in either a physical location, such as an OhioMeansJobs center resource room or partner agency, or remotely via the use of electronic technologies. These services do not constitute participation in a program.

Statistical Adjustment Model (SAM): An objective statistical model to be used to make adjustments in the State and local area negotiated levels of performance at the end of the program year, to account for actual economic conditions and the characteristics of participants served. It is also a key factor to be used in arriving at mutual agreement on State and local area negotiated core program performance levels.

Unsubsidized employment: Employment in the private sector or public sector for which the employer does not receive a subsidy from public funds to offset all or a part of the wages and costs of employing an individual.

V. State Requirements

A. Definition of Exceeds, Meets, and Fails Performance

Per 20 C.F.R. 677.220(a)(1), a State must establish the threshold for failure to meet adjusted levels of performance.

The State must meet the following standards in order to meet adjusted levels of performance:

1. 90 percent of the overall local area program score for the Adult, Dislocated Worker, and Youth programs;
2. 90 percent of the overall local area indicator for the same primary indicator; or
3. 50 percent of the same indicator score for the same program.

Additionally, per 20 C.F.R. 679.260(b), the State defines the criteria for "exceeds," "meets," and "fails" performance within the Combined State Plan. Definitions are contained in the current Combined State Plan approved by the U.S. Department of Labor.

B. Performance Negotiations

Section 116(b)(3)(A)(iv) of WIOA mandates that States negotiate two years of performance outcomes for the first two program years covered by the Combined State Plan. The State submits

the expected levels of performance in its Combined State Plan based on the State's analysis of factors that may affect performance. After Plan submission, USDOL and the State reach an agreement on negotiated levels of performance for the indicators for each of the first 2 years of the Plan. As part of the negotiation process, the State will be asked to provide the rationale for the methodology behind its expected levels of performance using the following:

1. Statistical Adjustment Model

Under WIOA, the statistical adjustment model will be used to ensure that the negotiated performance levels are based on actual economic conditions and characteristics of the participants. Actual economic conditions include differences in unemployment rates and job losses or gains in particular industries. Characteristics of participants include indicators of poor work history, lack of work experience, lack of educational or occupational skills attainment, low levels of literacy or English proficiency, disability status, homelessness, ex-offender status, and welfare dependency.

The statistical adjustment model will provide 2 major functions in performance negotiations and assessment:

- a. It is one of the factors used when coming to mutual agreement on negotiated levels of performance. It is used to account for the expected economic conditions and expected characteristics of participants to be served in the State and/or local areas.
- b. It will be applied at the close of a program year to the negotiated level, to adjust for actual economic conditions experienced and actual characteristics of participants.

2. Negotiation Factors

In reaching agreement on the negotiated levels of performance, USDOL and the State shall take into account the following factors:

- a. How negotiated levels compare with State adjusted levels of performance established for other States.
- b. How negotiated levels have been proposed using an objective statistical adjustment model.
- c. The extent to which negotiated levels promote continuous improvement and ensure optimal return on investment. This includes setting performance targets to accommodate serving a significant number of individuals with barriers to employment.
- d. The extent to which negotiated levels will assist States in meeting performance goals.

USDOL will review the analyses used by the State to develop the expected levels of performance. These are negotiated levels of performance. Once these negotiated levels of performance are agreed upon, the State must incorporate these modifications into the Combined State Plan.

Prior to the third program year covered by the Combined State Plan, USDOL and the State will negotiate the performance levels for the third and fourth program years.

C. Completion of Performance Reports

1. State Annual Report

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Per section 116(d)(2) of WIOA and 20 C.F.R. 677, Ohio is required to submit an annual report to USDOL. At a minimum, this report must contain information on the actual performance levels achieved with respect to:

- a. The total number of participants served, and the total number of participants exited from the Adult, Dislocated Worker, and Youth programs, including counts of individuals who participated in and exited a program, by:
 - i. Individuals with barriers; and
 - ii. Co-enrollment in any of the programs.
- b. Information on the performance levels achieved for the indicators of performance, including levels for:
 - i. Individuals with barriers;
 - ii. Age;
 - iii. Sex; and
 - iv. Race and ethnicity.
- c. For the most recent program year and the 3 preceding program years, the following information:
 - i. The total number of participants who received career services and the total number of participants who exited from career services.
 - ii. The total number of participants who received training services and the total number of participants who exited from training services.
 - iii. Information on the performance levels achieved for the indicators of performance for career services and training services.
 - iv. The amount of funds spent on career services and the amount of funds spent on training services.
 - v. The average cost per participant for those participants who received career services and training services, respectively.
- d. The percentage of participants in a program who attained unsubsidized employment related to the training received.
- e. The percentage of a State's annual allotment under section 132(b) of WIOA that the State spent on administrative costs.
- f. Information that facilitates comparisons of programs with programs in other States.

2. Local Workforce Development Area Reports

Per 20 C.F.R. 677.205, Ohio must make local workforce development area (local area) performance reports available to the public annually. The State must provide the public with electronic access to local area performance reports in its annual State performance report. The local area performance report must include:

- a. The actual results achieved on the primary indicator performance levels.

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- b. The total number of participants served, and the total number of participants exited from the Adult, Dislocated Worker, and Youth programs, including counts of individuals who participated in and exited a program, by:
 - i. Individuals with barriers; and
 - ii. Co-enrollment in any of the programs.
 - c. Information on the performance levels achieved for the indicators of performance, including levels for:
 - i. Individuals with barriers;
 - ii. Age;
 - iii. Sex; and
 - iv. Race and ethnicity.
 - d. For the most recent program year and the 3 preceding program years, the following information:
 - i. The total number of participants who received career services and the total number of participants who exited from career services.
 - ii. The total number of participants who received training services and the total number of participants who exited from training services.
 - iii. Information on the performance levels achieved for the indicators of performance for career and training services.
 - iv. The amount of funds spent on career and training services.
 - v. The average cost per participant for those participants who received career and training services, respectively.
 - e. The percentage of participants in a program who attained unsubsidized employment related to the training received.
 - f. The percentage of a local area's allotment that is spent on administrative costs.
 - g. Other information that facilitates comparisons of programs in other local areas or planning regions.

Local area performance reports must be made available in the American Job Centers (which, in Ohio, are called OhioMeansJobs centers) per section 134(c)(2)(viii) of WIOA.

D. Implications of Performance

Per section 116(f) of WIOA and 20 C.F.R. 677.180, a State will be subject to financial sanctions if it fails to:

1. Submit the State annual performance report.

If the State is not able to submit a complete and accurate performance report by the deadline due to the reasons outlined in 20 C.F.R. 677.185(b), the State must notify USDOL as soon as possible, but not later than 30 days prior to the established deadline, of a potential impact on the State's ability to submit its annual performance report, in order to

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not be considered failing to report. USDOL will review requests for extending the reporting deadlines.

2. Meet adjusted levels of performance for the primary indicators of performance.

Any State that fails to meet adjusted levels of performance for the indicators for any year will receive technical assistance, including assistance in the development of a performance improvement plan.

Sanctions based on performance failure will be applied to States if, for 2 consecutive years, the State fails to meet:

- a. 90 percent of the overall State program score for the same core program;
- b. 90 percent of the overall State indicator for the same primary indicator; or
- c. 50 percent of the same indicator score for the same program.

VI. Local Workforce Development Area Requirements

Per 20 C.F.R. 677.205, each local area is subject to the same primary indicators of performance for the Adult, Dislocated Worker, and Youth programs.

A. Performance Negotiations

20 C.F.R. 677.210 requires the State, local workforce development board (WDB), and chief elected official (CEO) to reach agreement on local negotiated levels of performance based on a negotiation process. The negotiation process is developed by the State and is disseminated to all local WDBs and CEOs.

The negotiation must occur prior to the start of a program year with the use of the statistical adjustment model (as described in Section V. B. 1 of this policy). The negotiations will include a discussion of circumstances not accounted for in the model and will take into account the extent to which the levels promote continuous improvement.

If deemed necessary by the local WDB and CEO, the local area has the opportunity to re-negotiate with the State levels of performance for the following program year's standard(s). In order to re-negotiate, the local WDB and CEO must request re-negotiation during the fourth quarter of the program year by contacting the Office of Workforce Development. The re-negotiation will be based upon three quarters of data and information on economic conditions of the local area and characteristics of the participants to be served.

The local WDBs may apply performance measures to service providers that differ from the performance indicators that apply to the local area. These performance measures must be established after considering:

1. The established local negotiated levels;
2. The services provided by each provider; and
3. The populations the service providers are intended to serve.

B. Implications of Performance

Per 20 C.F.R. 679.260(b), the State defines the criteria for "exceeds," "meets," and "fails" performance within the Combined State Plan. The current Combined State Plan approved by the U.S. Department of Labor contains these definitions.

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Performance failure may lead to one or more of the following:

1. Technical Assistance

If a local area fails to meet the negotiated levels of performance for the primary indicators of performance in the Adult, Dislocated Worker, or Youth programs in any program year, technical assistance must be provided by the State. Technical assistance may include:

- a. Assistance in the development of a performance improvement plan;
- b. The development of a modified local or regional plan; or
- c. Other actions designed to assist the local area in improving performance.

2. Reorganization Plan

If the local area fails to meet the negotiated levels of performance for the same primary indicators of performance for the Adult, Dislocated Worker, and Youth programs for a third consecutive program year, the State must take corrective actions. The corrective actions must include the development of a reorganization plan under which the State:

- a. Requires the appointment and certification of a new local workforce development board;
- b. Prohibits the use of eligible providers and OhioMeansJobs center partners that have been identified as achieving poor levels of performance; or
- c. Takes such other significant actions as the State determines appropriate.

The local WDB and CEO for a local area that is subject to a reorganization plan may appeal to the State to rescind or revise the reorganization plan not later than 30 days after receiving notice of the reorganization plan. The State must make a final decision within 30 days after receipt of the appeal.

The local WDB and CEO may appeal the final decision of the State to the Secretary of Labor not later than 30 days after receiving the decision from the State. Any appeal of the State's final decision must be submitted by certified mail, return receipt requested to:

Secretary of Labor
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington D.C. 20210

Upon receipt of the appeal from the local WDB and CEO, the Secretary of Labor must make a final decision within 30 days. In making this determination, the Secretary of Labor may consider any comments submitted by the State in response to the appeals.

The decision by the State on the appeal becomes effective at the time it is issued and remains in effect unless the Secretary of Labor rescinds or revises the reorganization plan.

3. Local area designation

All local areas, which were initially designated by the State, must be subsequently designated as a prerequisite to receiving adult, dislocated worker, and youth funding. As part of the subsequent designation criteria, local areas must perform successfully. If a

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local area does not perform successfully, the local area will not be eligible for subsequent designation.

WIOAPL No. 16-04, Local Workforce Development Area Subsequent Designation, provides the guidance for subsequent local area designation.

C. Serving Participants for Outcomes

WIOA focuses on serving individuals with barriers to employment and seeks to ensure access to quality services for these populations. The Adult, Dislocated Worker, and Youth programs provide a pathway to self-sufficiency for its participants, including those who are low-income individuals, public assistance recipients, and those who are basic skills deficient. Section 134(c)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to the local area for adult program employment and training activities. Furthermore, youth program eligibility requires the youth to have a barrier to employment. The emphasis in WIOA is to prioritize services to those individuals who have the most barriers to employment and to provide those individuals with the opportunity to benefit from employment and training services.

The performance accountability system takes into account this prioritization of services to those who have the most barriers. The Statistical Adjustment Model (SAM) is used to make adjustments in the State and local negotiated levels of performance at the end of the program year, to account for the actual characteristics of participants served. The Statistical Adjustment Model uses characteristics of participants to adjust the level of performance. These characteristics include indicators of poor work history, lack of work experience, lack of educational or occupational skills attainment, low levels of literacy or English proficiency, disability status, homelessness, ex-offender status, and welfare dependency.

Local areas should focus their attention of serving individuals with barriers to employment by providing:

1. Individualized employment plans (or in the youth program, individual service strategies) to assist the individual with focusing on the pathway to training and employment opportunities.
2. Supportive services to support individuals in overcoming barriers to participation in the WIOA Adult, Dislocated Worker, or Youth program.
3. Appropriate services to overcome the individual's barrier(s);
4. Educational and training opportunities to increase the individuals skills and obtain a credential;
5. Job readiness services to obtain unsubsidized employment;
6. Job retention services, including the use of follow-up services, to assist the individual in maintaining employment.

D. Documentation

Ohio's Workforce Case Management System (OWCMS) is the system of record for all eligibility and service delivery to WIOA participants, including reporting outcome data. This system will report information that is necessary for program performance evaluation:

1. Employment;
2. Postsecondary school enrollment;

3. Earnings;
4. Skill gains;
5. Credential attainment; and
6. Effectiveness in serving employers.

Rule 5101:9-30-04 of the Administrative Code mandates that OWCMS be used to report WIOA participants, case management, and performance information. Local areas are required to document all of the following in OWCMS within 30 days:

1. Participant characteristics: local areas must document all the characteristics of an individual as this information will be used in, and may influence, the Statistical Adjustment Model.
2. Participant barrier data: local areas must make certain that all participant barrier data is entered in OWCMS to demonstrate that the local area is providing services for the hardest to serve populations. This will influence the local area's performance outcomes and performance targets.
3. Adult, Dislocated Worker, and Youth Program services: local areas must document all services and the outcomes of the services in OWCMS. In particular, employment, job placement, education, earnings, credential attainment, and measurable skill gain data must be documented.

VII. Performance for PY 2016 and PY 2017

The Department of Labor recognizes that States will need time to make modifications to their data systems to fully implement the data elements and definitions to comply with the new WIOA performance requirements. While States are required to collect data beginning July 1, 2016, the Department of Labor also acknowledges that Ohio may not be able to report data in the early quarters of PY 2016 because of system readiness and capability to submit data.

Additionally, certain indicators were designated as baseline indicators for PY 2016 and PY 2017, due to insufficient observations to construct a statistical model for those indicators at this time. Baseline indicators are indicators for which Ohio will not propose an expected level of performance in the State Plan submission for PY 2016 and PY 2017 and will not need to come to an agreement with the Department of Labor on negotiated levels of performance. The selection of primary indicators for the designation as a baseline indicator is determined based on the likelihood of Ohio having adequate data on which to make a reasonable determination of an expected level of performance.

Baseline indicators will not be used in the end of the year performance calculations and will not be used to determine failure to achieve adjusted levels of performance for purposes of sanctions. Baseline indicators for the WIOA Adult, Dislocated Worker, and Youth programs include:

1. Measurable Skill Gains;
2. Effectiveness in Serving Employers; and
3. For the Youth program only, Median Earnings.

For both PY 2016 and PY 2017, Ohio will negotiate goals for all non-baseline indicators. Indicators to be negotiated are:

1. Employment in the second quarter after exit;

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2. Employment in the fourth quarter after exit;
 3. For the Adult and Dislocated Worker programs only, median earnings in in the second quarter after exit; and
 4. Credential attainment rate.

Performance outcome data for PY 2016 will not be available for any primary indicator except measurable skill gains. However, measurable skill gains is considered a baseline indicator and there is no expected level of performance. Therefore, the State and local areas will not be held to negotiated levels of performance in PY 2016.

In PY 2017, the State and local areas will be held to the negotiated performance level for all primary indicators, except those that have been determined baseline indicators.

The State and local areas will be held to negotiated levels of performance for all primary indicators beginning in PY 2018.

VIII. Technical Assistance

Ongoing support, guidance, training and technical assistance on the WIOA performance accountability system are available to all local areas.

Requests for technical assistance may be sent to ODJFS, Office of Workforce Development: WIOAQNA@jfs.ohio.gov.

IX. References

Workforce Innovation and Opportunity Act, §§ 103, 116, 129, and 134, Public Law 113-128.

20 C.F.R. §§ 676.100, 676.140, 677.155-170, 677.180-200, 677.205-225, 680.600, and 681.210-220.

OAC 5101:9-30-04.

USDOL, Training and Employment Guidance Letter No. 10-16, Change 1, Operating Guidance for the Workforce Innovation and Opportunity Act, Performance Accountability Guidance for Workforce Innovation and Opportunity Act (WIOA) Title I, Title II, Title III, and Title IV Core Programs (August 23, 2017).

USDOL, Training and Employment Guidance Letter No. 26-15 Operating Guidance for the Workforce Innovation and Opportunity Act, Negotiating Performance Goals for the Workforce Innovation and Opportunity Act (WIOA) Title I Programs and the Wagner-Peyser Employment Service as amended by Title III, for Program Year (PY) 2016 and 2017 (June 29, 2016).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-08.1, Career Services for Adults and Dislocated Workers, (June 6, 2017).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 16-04, Local Workforce Development Area Subsequent Designation, (October 26, 2016).

Rescissions

ODJFS, [Workforce Investment Act Policy Letter No. 10-01.2](#), Common Measures Reporting, (March 6, 2014).

ODJFS, [Workforce Investment Act Guidance Letter No. 9](#), WIA Credentials, (December 5, 2003).

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ODJFS, [Workforce Investment Act Transmittal Letter No. 9](#), WIA Credential Guidance, (December 5, 2003).

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WIOAPL 16 01

Youth Program
to the CCMEP

Southwest Ohio Region Workforce Investment Board

POLICY: Transition of WIOA Youth Program to the CCMEP

REFERENCE: WIOAPL 16-01 Published August 22, 2016

APPROVAL DATE: Proposed for Approval 03.09.2017 Executive Committee Meeting

PURPOSE: The purposed of this policy is to establish the procedure for transitioning youth program participants to CCMEP.

The contract to provide CCMEP services in Hamilton County was awarded to Talbert House (<http://www.talberthouse.org/>) in July 2016.

- Hamilton County Job and Family Services (HCJFS) CCMEP administration is required to follow all enclosed advisories under WIOAPL 16-01.
- HCJFS must report progress at the SWORWIB Quarterly Board meetings as well as Talbert House, the contracted CCMEP provider.
- WIOA Youth providers are automatically a part of the CCMEP collaborative.
- HCJFS and Talbert House must report progress at the SWORWIB Emerging Workforce Committee and Youth Provider Roundtable meetings.

WIOAPL 16-01 (Transition of the WIOA Youth Program to the CCMEP)

Workforce Innovation and Opportunity Act Policy Letter No. 16-01

August 22, 2016

To: Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Boards (WDBs), Fiscal Agents, and OhioMeansJobs Center Operators

From: Cynthia C. Dungey, Director

Subject: Transition of the Workforce Innovation and Opportunity Act (WIOA) Youth Program to the Comprehensive Case Management and Employment Program (CCMEP)

I. Purpose

The purpose of this policy is to establish the procedure for transitioning WIOA youth program participants to CCMEP.

II. Effective Date

Immediately

III. Background

On June 30, 2015, Governor Kasich signed House Bill 64, the state's biennial budget, into law. Section 305.190 of the bill establishes a framework to transform the network of human services and workforce programs to find a new way to work for low-income Ohioans. The state is integrating components of the Temporary Assistance for Needy Families (TANF) program with the WIOA youth employment program to create a better-coordinated, person-centered case management system.

Effective July 1, 2016, CCMEP will be the statewide operational framework used to deliver integrated, comprehensive case management and employment services across Ohio's many local workforce development areas and counties. By leveraging the strengths of both the workforce and human services systems, CCMEP seeks to improve employment outcomes for low-income youth and young adults by helping recipients overcome barriers to employment, including educational barriers and developing the skills local and regional employers seek.

The primary effect of CCMEP is to combine funding from TANF with funding from the WIOA youth program in order to serve low-income youth through a single comprehensive case management system. Individuals in the following population groups who receive services through TANF and WIOA-funded programs will be required to participate:

1. OWF recipients ages 16 to 24 years who are work eligible, as defined in OAC 5101:1-3-12; and
2. In-school and out-of-school youth ages 16 to 24 years who are registered for WIOA-funded programs and who have barriers to employment.

Additionally, two groups will be eligible to volunteer for CCMEP:

1. OWF recipients ages 16 to 24 years who are not work-eligible; and
2. Individuals ages 16 to 24 years receiving Prevention, Retention and Contingency (PRC) benefits and services; who volunteer for CCMEP within 30 days of their last having received PRC.

IV. Requirements

Before July 1, 2016

1. Local workforce development areas must review their current WIOA youth participant cases to determine at what stage the youth is for purposes of service delivery.
2. All WIOA youth participants who have completed the WIOA program or who are not currently receiving any WIOA youth funded services should be closed from the WIOA program by June 30, 2016 and begin follow-up services.
3. For WIOA youth participants who are co-enrolled in the WIOA adult program, the local workforce development area may close the youth program and allow the participant only to continue services under the Adult program.

After July 1, 2016

1. Transition of WIOA Youth Participants to CCMEP

WIOA youth participants, ages 16-24, who are currently enrolled in WIOA and receiving services, will be transitioned to CCMEP. If a WIOA youth participant will turn 16 years old within two months after July 1, 2016, that youth will also be transitioned to CCMEP. Services will be provided to these youth in accordance with rules 5101:14-1-01 through 5101:14-1-07 of the Administrative Code and any accompanying policy or guidance letters.

2. Provision of Follow-Up Services for Exited WIOA Youth Participants

Exited WIOA youth participants will not be transitioned to CCMEP. Local workforce development areas will continue to provide follow-up services to exited participants using the second year (Program Year (PY) 2015 carry-in) WIOA youth allocation and/or local WIOA administrative funds. If the local area does not have any or does not have sufficient carry-in funds or administrative funds, the local workforce development board director must contact the Budget Manager, Office of Workforce Development and request assistance in funding follow-up services for exited WIOA youth participants, including justification for why additional funding is needed.

3. Provision of Services through the WIOA Adult Program

WIOA youth participants, ages 18-24 years and co-enrolled in the WIOA adult program, may continue services through the WIOA Adult program. These youth participants will not be transitioned into CCMEP.

The local workforce development area must close the youth program services and change funding sources to allow the participant to continue to receive services only under the WIOA Adult program.

Participants who continue services only under the WIOA Adult program will be subject to the following policies:

- a. Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No.

15-02, Adult and Dislocated Worker Eligibility ;

- b. WIOAPL No. 15-08, Career Services for Adults and Dislocated Workers ;
- c. WIOAPL No. 15-09, Training Services for Adults and Dislocated Workers ; and
- d. WIOAPL No. 15-12, Work Experience for Adults and Dislocated Workers .

4. Provision of Services for WIOA Youth Participants Ages 14 and 15

WIOA youth participants who will not turn 16 years old within two months of CCMEP implementation will not be transitioned to CCMEP. Local workforce development areas may continue to provide WIOA youth program services to these participants using the second year (PY 2015 carry-in) WIOA youth allocation and/or local WIOA administrative funds. If the local area does not have any or does not have sufficient carry-in funds or administrative funds, the local workforce development board director must contact the Budget Manager, Office of Workforce Development and request assistance in funding services for WIOA youth participants ages 14 and 15, including justification for why additional funding is needed.

Working with 14 and 15 year old youth, the emphasis is on career awareness. There are many partners who provide services specifically to this population. The local workforce development area may refer these youth to any of the following partners:

- a. Wagner-Peyser employment services;
- b. Vocational rehabilitation;
- c. Entities who have received federal or state grants to serve 14 and 15 year old youths;
- d. Local school system;
- e. Appropriate community-based organizations;
- f. Appropriate community action agencies;
- g. PRC, through the county department of job and family services; and
- h. Other partner programs who serve the local area's youth.

Additionally, OhioMeansJobs.com has a variety of services available specific to working with youth on career exploration, resume writing, financial literacy, and other self-service.

V. Technical Assistance

For additional information, you may send your questions to the Office of Workforce Development: OWDPOLICY@jfs.ohio.gov.

For technical assistance, you may send your request to the Office of Workforce Development: WIOAQNA@jfs.ohio.gov.

VI. References

Workforce Innovation and Opportunity Act, Public Law 113-128.

20 C.F.R. §§ 603, 651-658, and 675-687.

Ohio Administrative Code Rules 5101:14-1-01 through 5101:14-1-07.

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-02, Adult and Dislocated Worker Eligibility (July 15, 2015).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-08, Career Services for Adults and Dislocated Workers (July 15, 2016).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-09, Training Services for Adults and Dislocated Workers (July 15, 2016).

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-12, Work Experience for Adults and Dislocated Workers (July 15, 2016).

ATTACHMENT O

WIOAPL 17 01

Mandated Use of
OMJ.com for Labor

Attachment O

SOUTHWEST OHIO REGION WORKFORCE INVESTMENT BOARD

POLICY: Mandate Use of OhioMeansJobs.com for
Labor Exchange Activities

REFERENCE: Ohio WIOAPL 17.01

SWORWIB APPROVAL DATE: 10.12.2017 Executive Committee

PURPOSE: The purpose of this policy is to outline requirements for using OhioMeansJobs.com to deliver labor exchange services to the workforce delivery system.

- OhioMeansJobs.com (OMJ.com) is Ohio's labor exchange system aiding employers in finding qualified talent and helping job seekers in Ohio locate employment throughout the state. The labor exchange system is defined as job search, placement assistance, career counseling, resume posting, job posting, resume searching and other business services for employers.
- Under Revised Code Section 6301.03, OMJ.com must be utilized for labor exchange activities. Placement activity must be recorded in Ohio's Workforce Case Management System (OWCMS).
- It is the responsibility of the OMJ Center Operators, WIOA staff and Employment Services Staff to access labor exchange functions in OMJ.com and be knowledgeable in the use of this system. This policy details these responsibilities.
- Career Fairs and other events must be placed on OhioMeansJobs.com prior to advertisement on social media. Information regarding the event may be accessed by the jobseeker or the business through a hyperlink to OhioMeansJobs.com.
- The use of social media by the workforce area system partners also requires that there be a hyperlink on the social media to direct job seekers and businesses back to OMJ.com. This policy indicates that the consistent naming mechanism to be used on all social media is to be Ohiomeansjobs Hamilton County but the SWORWIB and workforce board in the largest cities in the State of Ohio are better identified by the large urban city than the county so Area #13 uses Ohiomeansjobs Cincinnati-Hamilton County. For Twitter it is OMJ/Cincinnati-HamiltonCounty.

SPECIFIC ACTION:

The SWORWIB will forward this policy to the OMJ/Cincinnati-Hamilton County Center operator for implementation and requests notification to the SWORWIB executive that the local one-stop operator has addressed the requirements of the policy.

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WIOAPL 17-01 (Mandate Use of OhioMeansJobs.com for Labor Exchange Activities)

Workforce Innovation and Opportunity Act Policy Letter No. 17-01

September 15, 2017

TO: Workforce Innovation and Opportunity Act Local Workforce Development Board
Directors, Fiscal Agents, OhioMeansJobs Center Operators, ODJFS Program Delivery
Managers, and ODJFS Employment Services Staff

FROM: Cynthia C. Dungey, Director

SUBJECT: Mandate Use of OhioMeansJobs.com for Labor Exchange Activities

I. Purpose

The purpose of this policy is to outline the requirements for using OhioMeansJobs.com to deliver labor exchange services in the workforce delivery system.

II. Effective Date

Immediately

III. Background

OhioMeansJobs.com is Ohio's labor exchange system aiding employers in finding qualified talent and helping job seekers in Ohio locate employment throughout the state. The labor exchange system is defined as job search, placement assistance, career counseling, and resume posting activities for job seekers and appropriate recruitment, job posting, resume searching, and other business services for employers seeking assistance with their talent acquisition needs. The system also supports job seekers with job matching capability as well as information including, but not limited to, career choices, job fairs, and training opportunities.

Under section 6301.03 of the Revised Code, OhioMeansJobs.com must be utilized for labor exchange activities. The Ohio Department of Job and Family Services (ODJFS) and local workforce development areas (local areas) provide labor exchange activities and services for job seekers and employers. Staff from ODJFS and local programs and partners under contract or agreement with ODJFS that receive federal or state funding from ODJFS are required to solely utilize OhioMeansJobs.com for labor exchange activities for the state of Ohio.

Labor exchange activities for the purposes of this policy are job search, placement assistance, career counseling, resume posting, job posting, and resume searching. Any placement

activity must continue to be recorded in Ohio's Workforce Case Management System (OWCMS).

This policy impacts staff who deliver Workforce Innovation and Opportunity Act (WIOA) services, Wagner-Peyser Employment Services, Veteran Services, and other partner programs in the American Job Centers (which in Ohio are called OhioMeansJobs centers). This policy may also impact the county departments of job and family services, county children services agencies, and county child support enforcement agencies.

IV. Definitions

Business services: Services made available through the OhioMeansJobs centers to local employers, specifically labor exchange activities and labor market information. These services are requested by the employer and include the following:

1. Appropriate recruitment and other business services on behalf of employers; and
2. Provision of workforce and labor market employment statistical information, including the provision of accurate information relating to local, regional, and national labor market areas, including job vacancy listings, job skills that employers desire, and in-demand occupations.

Job lead: Providing information to an individual of companies that typically have positions available for a type of job.

Job seeker: Any customer seeking labor exchange services who comes into the OhioMeansJobs center or registers on OhioMeansJobs.com.

Labor exchange services: Services provided to job seekers and businesses which include job search, placement assistance, and career counseling for job seekers, and appropriate recruitment, job posting, resume searches, and other business services conducted on behalf of businesses in the local area.

Employment Services staff: ODJFS state merit staff who provide Wagner-Peyser, migrant and seasonal farm worker (MSFW), and Veteran Services.

Referral: A job seeker who is directed by the OhioMeansJobs center to employment opportunities with a particular business.

Social media: Websites and other online means of communication that are used by large groups of people to share information and to develop social and professional contacts. Examples of social media include, but are not limited to, OhioMeansJobs center websites, Facebook, Twitter, Instagram, Linked-In, and Snap Chat.

V. Requirements

A. Responsibilities of the OhioMeansJobs Center Operators, WIOA Staff, and Employment Services Staff

WIOA and Employment Services staff who provide services for job seekers and employers must have access to the labor exchange functions in OhioMeansJobs.com and be knowledgeable in the use of the OhioMeansJobs.com system.

1. Labor Exchange Activities with the Job Seekers

WIOA and Employment Services staff will ensure that all job seekers seeking services through the WIOA, Wagner-Peyser, Veteran Services, and MSFW programs will be registered in OhioMeansJobs.com and use this website for posting resumes and obtaining information on job openings.

Staff from these programs must ensure all job seekers will be able to obtain meaningful and equivalent access to job matching services (including individuals with disabilities or individuals who have limited English proficiency or are computer-illiterate), in posting a resume, obtaining information on job openings posted in the job matching system, obtaining labor market information, and accessing employment and training opportunities, by one or more of the following methods:

- a. Registering directly over the Internet using the Internet-based job matching system at www.ohiomeansjobs.com; or
- b. Calling or visiting any OhioMeansJobs Center in Ohio.

In support of existing federal and state policy, the Jobs for Veterans Act requires that, with all things being equal, veterans receive priority over non-veterans to any and all program services, including resume searches and job referrals. Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-20.1, Priority of Service for Veterans and Eligible Spouses, provides additional information regarding prioritizing services for veterans and eligible spouses.

2. Labor Exchange Activities with Employers

WIOA and Employment Services staff providing labor exchange and business services will advise employers on the use of OhioMeansJobs.com to maximize their efforts in hiring qualified applicants. Employers may either post job opportunities on OhioMeansJobs.com themselves or seek the assistance of WIOA or ES staff.

WIOA and Employment Services staff and/or any OhioMeansJobs center operator staff performing the job order functions must be trained and knowledgeable in the use of the OhioMeansJobs.com system. No referrals may be made to employers of potential job seekers unless WIOA, Wagner-Peyser, veteran, or MSFW program staff has verified that the resumes of the potential job seekers are on OhioMeansJobs.com. Furthermore, it is critical that staff ensure job orders meet federal and state laws and requirements since this is a publicly funded labor exchange system.

B. Use of Social Media

Many local areas utilize social media to advertise events, such as job fairs; to search job openings; or to post job openings.

1. Labor Exchange Activities

There must be a hyperlink on the social media to direct job seekers and businesses back to OhioMeansJobs.com to view the job opportunity (i.e.,

specific job order on OhioMeansJobs.com), to conduct job searches, or to post job openings.

Social media cannot include a feature to post jobs only locally, and must instead include a feature to capture information from an employer to assist staff with posting a job on OhioMeansJobs.com.

If social media contains a section about "employer services," it must include a section dedicated to promoting the job posting feature available on OhioMeansJobs.com as a self-service option.

2. Career Fairs

Career fairs and other events must be placed on OhioMeansJobs.com prior to advertisement on social media. Information regarding the event may be accessed by the job seeker or business through a hyperlink to OhioMeansJobs.com.

3. Social Media Naming

A consistent naming mechanism must be used on all social media. Except for Twitter, this naming mechanism is Ohiomeansjobs (County Name). For Twitter, the naming mechanism is OMJ (County Name). Handle names on social media must also use this naming mechanism; there shall be no abbreviations.

The OhioMeansJobs center may continue to use an existing naming mechanism or handle name on social media as long as the naming mechanism/handle name meets the requirements stated above (with the exception of capitalization requirements).

Additionally, if a social media's requirements change involving the naming mechanism/handle name, ODJFS may, at its sole discretion, amend the requirements for naming mechanism/handle name to reflect these changes.

4. Social Media Profiles

ODJFS will provide profile pictures to all OhioMeansJobs centers; these provided profile pictures must be used on all social media, except for websites.

VI. Technical Assistance

For additional information, you may send your questions to ODJFS, Office of Workforce Development: WIOAQNA@JFS.OHIO.GOV.

VII. References

Workforce Innovation and Opportunity Act, §§ 134 and 303, Public Law 113-128.

20 CFR Parts 653 and 678.

29 U.S.C. 49, et seq.

29 U.S.C. 3101 et seq.

R.C. 6301.03

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-20.1, Priority of Service for Veterans and Eligible Spouses (August 18, 2017).

Rescission

ODJFS, [Workforce Investment Act Policy Letter No. 13-04](#), Mandate Use of OhioMeansJobs.com for Job Placement and Referral Activities in Ohio (December 26, 2013).