

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

**RFP #SC0411-R**

**Issued by**

**Southwest Ohio Regional Workforce Investment Board AREA 13**

**and**

**Emerging Workforce Development Council**

**In Partnership With**

**Hamilton County and the**

**City of Cincinnati, Office of the Mayor**

**(October, 2011)**

**RFP Conference: October 25, 2011, 2:00 p.m. – 4:00 p.m.**

**Location: Hamilton County Job and Family Services**

**222 E. Central Parkway**

**Conference Room – 6<sup>th</sup> Floor, room 6SE401**

**Cincinnati, Ohio 45202**

**Due Date for Proposal Registration: November 23, 2011**

**Due Date for Proposal Submission: December 1, 2011**

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## **REQUEST FOR PROPOSAL (RFP)**

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

**MISSION STATEMENT**

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

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

## **1.0 REQUIREMENTS & SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

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

HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business, economic development, education, organized labor, community based organizations, veterans, social services and state and local government agencies.

This RFP seeks three (3) separate proposals for youth workforce development services in accordance with the Workforce Investment Act of 1998 (WIA), title I, Public Law 105-220, the Southwest Ohio Region Workforce Investment Board (SWORWIB) Plan and Policies, and the governing rules of Hamilton County Job & Family Services (the Administrative Entity).

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

The SWORWIB is seeking three types of proposals:

- Traditional WIA Youth Services;
- WIA Youth Services with a focus on foster care exiters. Proposals for this service should anticipate providing services at the One Stop Super Jobs Center or specify a similarly appropriate location; and
- WIA Youth Services Connected to Hamilton County Juvenile Court.

## **1.2 Scope of Services**

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

All programs shall complete all of their own Sharing Career Opportunities and Training Information (SCOTI) entry effective 7/1/2012. SCOTI remains the primary system by which eligibility is determined, cases are managed, and performance outcomes are reported.

### **A. Scope of Services for Traditional WIA Services (In-School or Out-of-School Youth)**

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

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

1. Pre-enrollment activities such as: a) recruitment, b) intake, c) initial assessment, d) eligibility determination, and e) referrals to other programs as appropriate;
2. Framework activities such as: a) objective assessment, b) development of the Individual Service Strategy, and c) case management; and
3. Ten (10) required program elements (see attachment O) that must be available in Area 13's WIA youth system such as 1) tutoring, study skills, and dropout prevention, 2) alternative secondary school offerings, 3) summer employment linked to academic or occupational skills, 4) paid and unpaid work experience, 5) occupational skill training, 6) leadership development,

7) supportive services, 8) adult mentoring for at least twelve (12) months, 9) comprehensive guidance and counseling and 10) follow-up activities for no less than twelve (12) months after completion of participation.

Youth who are engaged in pre-enrollment activities are not billable as WIA youth. Services delivered to youth who are WIA eligible, but not WIA enrolled must be funded by non-WIA dollars.

Providers who serve non-WIA youth must provide a cost allocation plan that documents how organization costs are split between WIA and non-WIA related expenses.

## **B. Scope of Services for Youth Services at the One Stop Super Jobs (Out-of-School Youth and Attention to Foster Care Exiters)**

There may be one provider selected to deliver and manage a full-service WIA youth program for WIA out-of-school and Foster Care exiters. Proposals for this service should anticipate providing services at the One Stop Super Jobs Center located at the SuperJobs Center on 1916 Central Parkway, Cincinnati, OH 45214, or specify a similarly appropriate location.

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

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



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

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

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

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

This program will serve youth seeking educational and employment services. It will determine whether youth are suitable and eligible for WIA services and, specifically the services provided by the program at the One Stop, and refer as appropriate to other WIA or community services. Only youth who have received pre-enrollment activities, and been determined eligible for WIA services, with all required documentation completed, may receive services from this program.

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

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

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

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

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

### **1.2.1 Population**

Efforts to prevent at-risk youth from dropping out of the educational system, to re-engage those who do, to assist both drop-outs and offenders with employment opportunities and retention support, and to actively promote post-secondary education and training in state certified degree/certificate granting programs are priority goals for the SWORWIB. As such, and for the purposes of this RFP, the SWORWIB is focusing primarily on serving three subpopulations of youth:

- Youth who are at risk of dropping out of high school (In School)
- Youth who have dropped out of high school and are disengaged from the educational system, including a focus on Foster Care exiters (Out-of-School)
- Youth who are offenders or court-involved (In-School and Out-of-School)

## 1.2.2 Eligibility for Services

**A.Traditional WIA Services:** Services to youth, ages 16 through 21, who are at risk of dropping out of high school.

**B.WIA Youth Services at the One Stop Super Jobs Center:** Services to youth, ages 16 through 21, who are high school dropouts, basic literary skills deficient, unemployed or underemployed, including a focus on Foster Care exiters. Program located at One Stop Super Jobs Center, Cincinnati, OH 45214.

**C.WIA Youth Services connected to Hamilton County Juvenile Court:** Work in conjunction with Hamilton County Juvenile Court to serve youth offenders, ages 15 – 18, in need of obtaining their GED, High School Diploma, vocational education, employment facilitation/placement or other educational services as needed.

## 1.2.3 Service Components

### A. SWORWIB Area 13 System Outcomes

- Below are the goals the SWORWIB Area 13 has for system wide growth and improvement over the next several years. These goals are directly connected to the contract outcomes being solicited with this RFP. Those contract outcomes are specified in section “B.” below.
- By the end of FY 2012-2013, the number of WIA youth served will continue or increase over the number served in FY 2009-2012, depending on funds available.
- By the end of FY 2013-2014, 75% of WIA out-of-school youth who have

dropped out of high school and 65% who are court-involved/offenders or Foster Care exiters will earn a high school diploma or GED during participation or by 3<sup>rd</sup> quarter after exit.

- By the end of FY2013-2014, 75% of WIA in-school youth at risk of dropping out of school and 65% who are court-involved/offenders will earn a high school diploma or GED during participation or by 3<sup>rd</sup> quarter after exit.
- By the end of FY 2013-2014, 70% of WIA out-of-school youth who are drop outs and who are employed in the 1<sup>st</sup> quarter after exit will retain employment or active military status through the 3<sup>rd</sup> quarter after exiting from WIA. Alternatively, by the end of FY 2013-2014 a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders and Foster Care exiters will be established.
- By the end of FY 2013-2014, 65% of WIA youth who exit the program with or after receiving a high school diploma or GED will enter a degree granting or certificate granting program within nine months of receiving the diploma or GED. Note: programs must issue industry skill standard certifications or employer developed certifications. Degree granting program must be offered by an accredited institution.

## **B. Contract Outcomes**

1. Each proposal should state explicitly which population, cited in section “1.7 Project Overview”, the proposed service will serve.
  - Youth who are at risk of dropping out of school
  - Youth who have dropped out of school
  - Youth who are offenders
  - Youth who are Foster Care exiters
2. Each proposal should quantify the impact the provider anticipates having on one or multiple of the five priority system outcomes shared in Section 1.7 A - Area 13 System Outcomes.

3. Proposals that include relatively higher committed outcomes will be viewed more favorably than others in this RFP process if those commitments are paired with credible program structure, suitability standards, and implementation plans.
4. All proposals should 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 proposed total contract cost in WIA dollars. What volume of youth will you enroll on or after 7/1/2012, serve and subsequently exit in year one of this contract. Provide that volume separately for years two and three.
5. WIA out of school proposals should Identify the percentage of WIA out-of-school youth that you will work with who have dropped out of high school that will earn a high school diploma or GED during participation or by 1st quarter after exit from your program.

This measure applies only to youth enrolled on or after 7/1/2012 and subsequently exited each contract year. A separate % commitment should be provided for each of three contract years. This number cannot be less than 55%.

- *WIA in school proposals should identify the percentage of WIA in-school youth that you work with in your WIA program will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/2012 and subsequently exited each contract year. A separate % commitment should be provided for each of three contract years. This number cannot be less than 85%.*
- *WIA out of school proposals should identify the percentage of WIA out-of-school youth that you will work with who are high*

school drop outs that will be employed, in an apprenticeship program or in the military in the 1<sup>st</sup> quarter after exit. This number cannot be less than 85%.

- Hamilton County Juvenile Justice focused *proposals should identify the percentage* of WIA out-of-school youth that you will work with who are high school drop outs that will be employed, in an apprenticeship program or in the military in the 1<sup>st</sup> quarter after exit. This number cannot be less than 50%. This provider *should identify the percentage* of WIA out-of-school youth that you will work with who are high school drop outs that will be employed, in an apprenticeship program or in the military in the 1<sup>st</sup> quarter after exit. This number cannot be less than 50%.
- Out of school youth exiting the Foster Care system proposals should by the end of FY 2011-2012 establish a credible baseline of performance/success data related to academic and employment programming for youth who are exiting the Foster Care system drawn from this local population and referral source.

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

### **C. Additional project requirements**

## **1. Partnerships**

Both WIA and the local SWORWIB encourage partnering and collaboration to assure that youth participants receive the best services available in a cost-effective manner.

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

## **2. Employer Connections**

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

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

## **D. Requirements for all General Youth Services in this RFP**

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

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

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

1. Pre-enrollment activities such as; a) recruitment, b) intake, c) initial assessment, d) eligibility determination, and e) referrals to other programs as appropriate;
2. Framework activities such as; a) objective assessment, b) development of the Individual Service Strategy, and c) case management and;
3. Ten (10) required program elements that must be available in Area 13's WIA

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

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

- 3) summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs)
- 6) leadership development (see description below)
- 10) follow-up activities for not less than 12 months after completion of participation (for all exited youth)

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

## **E. Performance Monitoring**

A regularly scheduled SWORWIB sponsored review meeting (e.g. quarterly) with



subcontractors will provide a forum to discuss enrollments, performance, budget expenditures, 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 more accurately predict expenditure levels, adjust spending, and manage budgets.

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

## **F. 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.

## **G. 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 WIA records systems, known as Sharing Career Opportunities and Training Information (SCOTI). SCOTI is the state WIA computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported.

## **H. Quality Assurance and Continuous Improvement**

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

- A training plan for program staff
- A policy and procedure manual for staff

- Procedures for quality assurance and improvement guided by customer needs, satisfaction, and progress on proposed outcomes.

## **I. Personnel Qualifications**

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

### **1.2.4 Employee Qualifications**

Provider shall ensure that any employee who shall have direct contact with the customers under the terms of this contract will meet the following qualifications:

**Work History:** All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.

**Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (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. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment G to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with 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 and employee or volunteer is hired.

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

**Employees who have been convicted:** Employees convicted of, or plead guilty to, any violations contained in ORC 5153.111(B)(1), or Section 2919.24 may not come into contact with HCJFS' consumers.

**Employee Confidential Information:** HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS. To this end, Provider shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. Provider shall not use an employee or prospective employee unless approved by HCJFS.

## 2.0 Provider Proposal

It is required that all proposals be submitted in the format as described in this section. Each submission must have the appropriate number of copies. One (1) signed original and eight (8) copies, submitting one of the 8 copies as single-sided; using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

### 2.1 Cover Sheet

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

The Cover Sheet must also include the proposed number for each target group to be served, WIA Funds requested, Value of leveraged resources, total projected

costs, and projected cost of each youth served by the provider for the initial proposed contract term and for the renewal year option. The total cost of each youth served must be supported by the budget.

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.3 B-4.

### **2.2.1 Program Components**

#### Service Information:

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

1. Describe, in each proposal, how you would quantify the impact the provider anticipates having on one or multiple of the five priority system outcomes shared in Section 1.2.3 SWORWIB Area 13 System Outcomes”.
2. Describe how you will deliver Pre-enrollment and Framework activities as needed in your proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the ten (10) required elements must be delivered by the selected provider for either all or an appropriate subset of their WIA enrolled youth. Those include the following:
  - Summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIA programs) (Element 3);
  - Leadership development (see description below) (Element 6); and
  - Follow-up activities for no less than 12 months after completion of participation (for all exited youth) (Element 10).
3. Describe your organization’s capacity to develop formal relationships with local businesses or corporations, especially as it relates to program design elements and collaborative program services.
4. Describe personnel qualification for project/program manager.

5. Describe one or multiple specific formal connections to state accredited post secondary institutions or formal apprenticeship programs.
6. Describe other formal collaborations associated with your proposal that you are expecting to use to purposefully leverage grant dollars or other established funding sources in such a way that the WIA cost per youth is reduced and additional youth can be served.
7. Describe information that will demonstrate your organization's capacity for and history of quantified and documented success in serving WIA youth or youth with similar barriers.
8. Describe your Quality Assurance (QA) and Quality Assurance Plan e.g. training, policy and procedure manual and procedures for Q.A.
9. Describe information that will demonstrate your organizations capacity for and history of serving large volumes of youth at a relatively low cost.
10. Describe a well-articulated recruitment plan that aligns with the Southwest Ohio Regional (SWOR) WIB Emerging Workforce Development Council Suitability Policy (Attachment N Logic Model).

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

1. Traditional WIA Services – In School
2. WIA Youth Services at the One Stop Super Jobs Center – Out of School and Focus on Foster Care exiters.
3. **All Proposals:** Identify the cost per youth exited that your organization will commit to through each contract year of this contract. Specifically, divide the total cost of your proposed contract by the following number. What volume of youth will you enroll on or after 7/1/2012, serve and subsequently exit in year one of this contract. Provide that volume separately for years two and three.
4. **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. Persistent and regular failure to maintain these standards shall result in a provider's ineligibility for incentive dollars regardless of other factors.

- The volume of youth the applicant proposes to serve
- Geographical area of focus
- Objective standard for success – what must be documented to conclude that an individual participant has achieved the outcome
- Proportion of target population who will achieve each criterion for success
- Suitability standard for enrollment of youth – this presumes each youth is eligible and has appropriate documentation of eligibility on file. A suitability standard goes beyond eligibility to define that population that the provider believes both needs their service and will benefit from it.

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

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. **WIA Youth Services at the One Stop Super Jobs Center or Similarly**

**Appropriate Location Proposal Only:** This is required tracking function, but is not, at this time, tied to incentive or at-risk dollars. Follow up with exited youth and report on the following in SCOTI.

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

2. **WIA Youth Services at the One Stop Super Jobs Center or Similarly**

**Appropriate Location Proposal Only:** Describe the percentage of WIA out-of-school youth that you will work with who have dropped out of high school that will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/2011 and subsequently exited each contract year. A separate % commitment should be provided for each of three contract years. This number can not be less than 55%.

3. **Traditional WIA Services Proposals Only:**

Describe the percentage of WIA in-school youth that you work with in your WIA program will earn a high school diploma or GED during participation or by 1st quarter after exit from your program. This measure applies only to youth enrolled on or after 7/1/2011 and subsequently exited each contract year. A separate % commitment should be provided for the initial contract term of twenty-four (24) months and for the twelve (12) month renewal year. This number cannot be less than 85%.

4. **Traditional WIA Services Proposals Only:**

This is required tracking function, but is not, at this time, tied to incentive or at-risk dollars. Follow up with exited youth and report on the following in SCOTI.

Describe what proportion of exited youth with a high school diploma or GED



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

**5. WIA Youth Services Connected to Hamilton County Juvenile Court**

**Proposals Only:** By the end of FY 2012-2013 establish a credible baseline of performance/success data related to academic and employment programming for youth who are court involved/offenders drawn from this local population and referral source. Describe how you will establish a recruitment and enrollment process utilizing the juvenile justice system for youth who are court involved/offenders.

**6. WIA Youth Services Connected to Foster Care Exiters Only:** By the end of FY 2012-2013 establish a credible baseline of performance/success data related to academic and employment programming for Foster Care exiting youth drawn from this local population and referral source. Describe how you will establish a recruitment and enrollment process for youth who are Foster Care exiters.

## **2.2.2 System and Fiscal Administration Components**

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

- A. Contact Information - Provide the address for the provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company. (submit if applicable)
- D. Provider's Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate. Proposer must note that as a contract requirement the following conditions must be met:

During the Agreement and for such additional time as may be required, Vendor 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 Vendor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Vendor or subcontractor or by anyone for whose acts any of them may be liable.

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

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

- G. Job Descriptions - For all positions in the program budget including positions not currently filled.
- H. Weekly Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service,

beginning and end time of service, names of all participants who received service, Children's Services status of the participants, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.

- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

- L. 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.
- M. Annual Report - A copy of provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement.

If no audited statements are available, provider must supply equivalent financial statements certified by provider to fairly and accurately reflect the provider's financial status. **It is the responsibility of the provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

- N. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- O. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10)

years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

- P. Employee Screening - Provide a description of your organization's employee screening and clearance policy.
- Q. Describe training, supervision, and support provided to staff.

## **2.3 Budget and Cost Considerations**

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.

- A. The Southwest Ohio Workforce Investment Board anticipates services will begin no later than July 1, 2012. Contracts will be written for two (2) years with one (1) one year option for renewal. 100% of the total value of all contracts awarded as a result of this solicitation will be on a cost reimbursement agreement. Provider must submit a Budget and a calculation of the contract term that provider understands will be used to compensate provider for services provided. Budget must be submitted in the form provided as Attachment C.

For the two (2) year Initial Contract Term, Providers must submit two (2) separate budgets, one for 2012-2013, and one for 2013-2014 in addition to a two year budget summary for the entire contract period of 7/1/12 – 6/30/14. All registered providers will be sent an electronic budget file in Excel format. All providers submitting a proposal shall include a hardcopy of the budget in the proposal and also submit the budget electronically to the contact person

identified in Section 3.2 HCJFS Contact Person. If you are unable to submit an electronic copy of your budget, you shall include a statement in the budget narrative explaining the reason.

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

*For renewal years, any increases in contract value will be at the sole discretion of HCJFS, subject to funding availability and contract performance.*

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

All revenue sources ( leveraged resources) available to provider to serve eligible youth identified in the Scope of Services shall be listed in the Budget, and utilized, where permissible, to reduce the cost of each youth served.

All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.

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

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

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

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

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

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

## **2.4 Customer References**

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

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

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

## **2.5 Personnel Qualifications**

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

- A. Proposed role;

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

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

## **2.6 Terrorist Declaration**

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

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

As part of the submitted proposal, Provider will include a **notarized Declaration of Property Tax Delinquency** form (Attachment E) which states Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent, as well as any due and unpaid penalties and interest thereon.

If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.



### **3.0 PROPOSAL GUIDELINES**

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

### **3.1 PROGRAM SCHEDULE**

ACTION ITEM	DELIVERY DATE
	October 20, 2011

<b>RFP Issued</b>	
<b>RFP Conference – Hamilton County Job &amp; Family Services, 222 E. Central Parkway, Cincinnati, OH 45202 Room 6SE401</b>	<b>October 25, 2011 Time: 2:00 p.m.</b>
<b>Deadline for Receiving Final RFP Questions</b>	<b>November 1, 2011 no later than 3:00 p.m.</b>
<b>Deadline for Issuing Final RFP Answers</b>	<b>November 8, 2011 by the close of business.</b>
<b>Deadline to Register for the RFP Process</b>	<b>November 23, 2011 no later than 3:00 p.m.</b>
<b>Deadline for Proposals Received by HCJFS Contact Person</b>	<b>December 1, 2011 no later than 11:00 a.m.</b>
<b>Proposal Review Completed</b>	<b>December 8, 2011</b>

### 3.2 HCJFS Contact Person

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

***Sandra Carson, Contract Services***  
*Hamilton County Department of Job and Family Services*  
*222 East Central Parkway, 3rd floor*  
*Cincinnati, Ohio 45202*  
[carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org)  
*Fax: (513) 946-2384*

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS November 23, 2011.**

All interested providers must complete Registration form (**see Attachment H**) and fax or e-mail the **HCJFS Contact Person** to register, leaving their name,

**company name, e-mail address, fax number and phone number.** The HCJFS contact person's fax number is (513) 946-2384 and their e-mail address is carsos01@jfs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place at ***Hamilton County Job & Family Services, Conference Room 6SE 401/601, 222 E. Central Parkway, Cincinnati, OH 45202, Tuesday, October 25, 2011, 2:00 p.m.***

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or RFP process to the HCJFS Contact Person.
- C. No questions will be accepted after **November 1, 2011 no later than 3:00 p.m.**  
The final responses will be faxed or e-mailed on **November 8, 2011** no later than **3:00 p.m.**
- D. Only providers who register on or before **November 23, 2011** no later than **3:00 p.m.** for the RFP will receive copies of questions and answers.
- E. The answers issued in response to such provider questions become part of the RFP.

### **3.5 Prohibited Contacts**

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

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

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

- A. Public officials;
- B. SWORWIB Board members and employees;
- C. Any HCJFS employees, except for the HCJFS contact person. Neither providers nor their representatives may contact the RFP contact person listed in Section **3.2 after November 1, 2011 no later than 3:00 p.m.** If the provider attempts any unauthorized communication, HCJFS will reject the provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested providers, the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2 (no contact after November 1, 2011);
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2 (no contact after November 1, 2011).

### **3.6 Provider Disclosures**

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

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

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND**

**THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.**

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

If providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.4, without divulging the source of the request for same.

If a provider fails to notify HCJFS prior to **November 1, 2011** of an error in the RFP known to the provider, or of an error which reasonably should have been known to the provider, the provider shall submit its proposal at the provider's own risk. If awarded the contract, the provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

SWORWIB/HCJFS may modify this RFP no later than **November 8, 2011** by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

### **3.9 Availability of Funds**

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

### **4.0 Submission of Proposal**

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

### **4.1 Preparation of Proposal**

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to

the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

## **4.2 Cost of Developing Proposal**

The cost of developing proposals is entirely the responsibility of the provider and shall not be chargeable to SWORWIB/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, such information was intended to mislead SWORWIB/H CJFS, in its evaluation of the proposal, the proposal will be rejected.

## **4.4 Delivery of Proposals**

One (1) signed original proposal and eight (8) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on December 1, 2011**. ***Proposals received after this date and time will not be considered.*** If provider is not submitting the proposal in person, provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

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

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

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

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

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

A preliminary review of all proposals submitted no later than **11:00 a.m. on December 1, 2011** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

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

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on December 1, 2011** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to System and Fiscal Administration Components, Section 2.3, B, 4;
- D. Completed Budgets, Section 2.3;
- E. Completed RFP Registration Form.

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



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

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

### **Stage 3      Other Materials**

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

- A. Written responses from provider to clarify questions posed by Review Committee. Such information requests by Review Committee and provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of SWORWIB's interests or concerns are adequately addressed. The primary presentation must include provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

## **Stage 4      Evaluation**

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

- A. Program Evaluation including responses to Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.3, B, 4 is worth 10% of the total evaluation score.
- C. Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.
- D. Section 4.6. Stage 3, Other Materials considered is worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.3, B, 4 System and Fiscal Administration Components are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, including responses to Section 2.3, Budget and Cost Considerations including Cost and Price Analysis are worth 30% of the total evaluation score.

## **4.7 Proposal Selection**

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.
- B. Based upon the results of the evaluation, SWORWIB will select provider(s) for the services who it determines to be the responsible agency/company(s) whose

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

## **4.8 Post-Proposal Meeting**

The post-proposal meeting process may be utilized only by qualified providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the provider and be addressed to the HCJFS Contact Person at the address listed in Section 3.2.

Certified or registered mail must be used unless the request is delivered in person, in which case the provider should obtain a delivery receipt. A meeting will be

scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a provider's non-selection.

## **4.9 Public Records**

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

A failure of Provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

## **4.10 Public Record Requests Regarding this RFP**

Providers are permitted to submit Public Record Requests at anytime. However, if a public information request is submitted regarding this procurement, the request will be honored after selected providers' agreements have been executed.

## **4.11 Provider Certification Process**

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

process may be abbreviated for providers already certified through another certification or accreditation process, such as Medicaid, JCAHO, COA, CARF, etc

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT ACT (WIA)  
Bid No: RFP SC0411R**

Name of Provider : \_\_\_\_\_

Provider Address: \_\_\_\_\_  
*Include city, state and zip code*

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

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

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

**Person(s) authorized to negotiate with HCJFS:**

(1) Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please Print)* *(Please Print)*

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

(2) Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Please Print)* *(Please Print)*

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

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

<b>Amount of WIA funds requested for the 1<sup>st</sup> 12 months of the initial term: 7/1/12 – 6/30/13</b>	<b>Amount of WIA funds requested for the 2nd 12 months of the initial term: 7/1/13 – 6/30/14</b>	<b>Amount of WIA funds requested for the 1<sup>st</sup> Renewal Term of 12 months: 7/1/14 – 6/30/15</b>

**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  
WIA Youth Services  
Bid No: RFP SC0411R**

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

<b>Action Required</b>	<b>RFP Section</b>	<b>Included</b>
Did you register for the RFP process?	3.3	
Will your Proposal be submitted by 11:00 a.m. on December 1, 2011?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Renewal Terms on the Cover Sheet?	2.1	
Did you submit a soft copy of the budget to the Contact Person?	2.3	
Does the Budget Narrative explain the cost and their relationship to proposed services?	2.3	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	

## ATTACHMENT B

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

### 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 ("BOCC") on behalf of the Area #13 comprised of Hamilton County and the City of Cincinnati (hereinafter Area #13) as their interests shall appear, through the Hamilton County Department of Job & Family Services who has been designated as the Administrative Entity and Fiscal Agent (hereinafter "HCJFS") and **Name of Provider**, (Hereinafter "Provider") with an office at XXXXXXXXXXXX, whose telephone number is (513) XXX-XXXX for the purchase of **Workforce Investment Act ("WIA") Youth Services**.

HCJFS has been designated as the Administrative Entity and Fiscal Agent pursuant to an Intergovernmental Agreement effective July 1, 2004 between the BOCC and the City Council of the City of Cincinnati, Ohio.

#### 1. TERM

The Contract term shall commence on **07/01/2012** or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on **06/30/2014** (Initial Term) unless otherwise terminated or extended by formal agreement.

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

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

#### 2. SCOPE OF SERVICE

##### A. EXHIBITS

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

1. Exhibit I – Request for Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III – Budget;
4. Exhibit IV – WIA Youth Services Monthly Expenditure Report; and
5. Exhibit V – Release of Personnel Records and Criminal Records Check



## **ATTACHMENT B**

### **B. ORDER OF PRECEDENCE**

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

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

### **C. PROVIDER RESPONSIBILITY**

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

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

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

2. Area 13 reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish Area 13 with reports as requested. Area 13 may exercise this right without a Contract amendment. Area 13 reserves the right to withhold payment until such time as the requested and/or required reports are received.
3. Provider must report financial, Consumer, and performance data in accordance with instructions supplied by Area 13. Financial reports must include any income or profits earned, including such income or profits earned by sub-recipients, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

## **ATTACHMENT B**

4. Provider must report expenditures and program income, including any profits earned, on the accrual basis of accounting and cumulative by fiscal year of appropriation. If the Provider's accounting records are not normally kept on the accrual basis of accounting, the Provider must develop accrual information through analysis of the documentation on hand.
5. Provider agrees to work with the Southwest Ohio Regional Workforce Investment Board (the "SWORWIB") consistent with the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area executed by and between the Board of County Commissioners, Hamilton County, Ohio and the City of Cincinnati effective July 1, 2004.
6. The Provider agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full payment for service. No fees or additional cost shall be charged to any WIA youth for the Contract service without the express approval of Area #13. Such approval must be made by way of a Contract amendment.

### **D. SUBRECIPIENT**

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

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

### **3. BILLING AND PAYMENT**

- 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 III – Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than set forth in exhibit III – Budget for such expense or time period set forth on such exhibit.
- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

## **ATTACHMENT B**

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

1. HCJFS, acting as the Fiscal Agent for Area 13, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
  2. For accurate invoices which are received timely, HCJFS, acting as the Fiscal Agent for Area 13, will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those services authorized and referred.
  3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.
- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
  2. bonding costs;
  3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  5. entertainment costs for amusements, social activities and related costs;
  6. costs of alcoholic beverages;
  7. goods or services for personal use;
  8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  9. gains and losses on disposition or impairment of depreciable or capital assets;
  10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
  12. losses on other contracts;
  13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  14. costs related to legal and other proceedings;

## **ATTACHMENT B**

15. goodwill;
  16. asset valuations resulting from business combinations;
  17. legislative lobbying costs;
  18. cost of organized fund raising;
  19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  23. major losses incurred through the lack of available insurance coverage; and
  24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to Area 13 for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

### **4. ELIGIBILITY FOR SERVICES**

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

### **5. AVAILABILITY AND RETENTION OF RECORDS**

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to Area 13 or HCJFS, Acting as Fiscal Agent for Area 13, by Provider, along with copies of all deliverables submitted to Area 13 or HCJFS pursuant to this Contract, will be retained and made available by the Provider for inspection and audit by Area 13 and/or HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of

## **ATTACHMENT B**

Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of Area 13. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of Area 13.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

### **6. NO ASSURANCES**

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

### **7. NON-EXCLUSIVE**

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

### **8. CONFLICT OF INTEREST**

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

## ATTACHMENT B

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

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

### 9. ASSIGNMENT AND SUBCONTRACTING

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

- 1.
- 2.

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

## **ATTACHMENT B**

### **10. GOVERNING LAW**

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

### **11. INTEGRATION AND MODIFICATION**

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

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

### **12. SEVERABILITY**

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

### **13. TERMINATION**

#### **A. Termination for Convenience**

##### **1. By Area 13:**

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

##### **2. By Provider:**

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

#### **B. Termination for Cause by Area 13**

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, Area 13 may consider Provider in default. Area 13 agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7)

## **ATTACHMENT B**

calendar days from receipt of such notice to provide a written plan of action to Area 13 to cure such default. Area 13 is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Area 13 disapproves such plan, Area 13 has the option to immediately terminate this Contract upon written notice to Provider.

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

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

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

### **C. Effect of Termination**

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

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

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



## **ATTACHMENT B**

### **14. COMPLIANCE**

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

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

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

## **ATTACHMENT B**

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

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

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

### **17. PROVIDER SOLICITATION OF AREA 13 EMPLOYEES**

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

### **18. RELATIONSHIP**

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

### **19. DISCLOSURE**

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

### **20. WAIVER**

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

## **ATTACHMENT B**

### **21. NO ADDITIONAL WAIVER IMPLIED**

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

### **22. CONFIDENTIALITY**

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

### **23. AUDIT RESPONSIBILITY**

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

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

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

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

## **ATTACHMENT B**

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

### **24. WARRANTIES AND REPRESENTATIONS**

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

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

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

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

### **25. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of Area 13, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, Area 13 reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or

## **ATTACHMENT B**

2. Issue a notice of intent to terminate the Contract.

Area 13 will notify Provider at the earliest possible time of such decision. No penalty shall accrue to Area 13 in the event either of these provisions is exercised. Area 13 shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

### **26. FORCE MAJEURE**

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

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

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

### **27. COORDINATION**

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

### **28. LEGAL ACTION**

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

### **29. PUBLIC RECORDS**

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

## **ATTACHMENT B**

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

### **30. DRUG-FREE WORKPLACE**

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

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

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

### **32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

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

If contacted by the media about this Contract, Provider agrees to notify the Area 13 Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using contract information and results to market to specific clients or prospects.

### **33. AMENDMENTS**

This writing constitutes the entire agreement between Provider and Area 13 with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and Area 13; however, it is agreed by Provider and Area 13 that any amendments to laws or

## **ATTACHMENT B**

regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and Area 13 and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Contract is prospective in nature.

### **34. INSURANCE**

Provider agrees to procure and maintain for the 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. Provider shall purchase the following coverage and minimum limits:

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

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

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

- 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) "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

## **ATTACHMENT B**

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

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

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: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

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



## **ATTACHMENT B**

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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

## **ATTACHMENT B**

### **35. INDEMNIFICATION & HOLD HARMLESS**

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

### **36. SCREENING AND SELECTION**

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

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

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

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

#### **B. Bureau of Motor Vehicle Transcript**

Any individual transporting Consumers shall possess the following qualifications:

1. an annual satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio:

## **ATTACHMENT B**

2. an annual satisfactory BMV transcript from the individual's state of residence; and
3. a current and valid driver's license.

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

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

### **C. Verification of Job or Volunteer Application**

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

## **37. LOBBYING**

During the life of the Contract, Provider warrants that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Provider further warrants that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, Area 13 will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify Area 13, Area 13 reserves the right to immediately suspend payment and terminate the Contract.

## **38. GRIEVANCE PROCESS**

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

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

## **ATTACHMENT B**

### **39. PROPERTY OF AREA 13**

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

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

### **40. DEBARMENT AND SUSPENSION**

County family services agency and workforce development agency procedures must include requirements to ensure that no contracts are entered into with or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. Part 76. Provider will, upon notification by any federal, state, or local government agency, immediately notify Area 13 of any debarment or suspension of the Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

### **41. DEBT CHECK PROVISION**

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

## **ATTACHMENT B**

### **42. FAITH BASED ORGANIZATIONS**

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

### **43. CHILD SUPPORT ENFORCEMENT**

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

### **44. NON-RESTRICTION**

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

### **45. HCJFS CONTACT INFORMATION**

<b>NAME</b>	<b>PHONE #</b>	<b>DEPARTMENT</b>	<b>RESPONSIBILITY</b>
Lisa Willwerth	946-2392	Contract Services	Contract changes, contract language, Contract budget, audits
Dawn Shorten	946-	Fiscal	Billing and payment
		Area 13 Workforce Investment Board, Youth Services	
Kevin Holt	946-1840	Workforce Development	TBA

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

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40

## **ATTACHMENT B**

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

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

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

### **48. CONTRACT CLOSEOUT**

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

### **49. CAMPAIGN CONTRIBUTION DECLARATION**

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or has been awarded public contracts. Provider further warrants Provider shall notify Area 13 within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the Hamilton County Job & Family Service’s (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

### **50. DISPUTE RESOLUTION**

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

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

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

## ATTACHMENT B

### Step 1

**Representative for Area 13:** WIA/Workforce Development Program Manager

**Representative for Provider:** WIA Local Coordinator

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

### Step 2

**Representative for Area 13:** WIA Project Manager

**Representative for Provider:** WIA Local Manager

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

### Step 3

**Representative for Area 13:** Welfare Reform Executive

**Representative for Provider:** Executive Director

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

## 51. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

## **ATTACHMENT B**

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

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

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

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

### **53. WIA RULES AND REGULATIONS**

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

### **54. QUALIFICATIONS TO CONDUCT BUSINESS**

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

### **55. UNFAIR LABOR PRACTICES**

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

### **56. MISCELLANEOUS PROVISIONS**

- A. If applicable, Provider agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.



## **ATTACHMENT B**

- B. If applicable, Provider agrees to comply with the provisions of the Hatch Act (U.S.C. 15011508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- C. If any Contract activities call for services to minors, Provider agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

**ATTACHMENT B**

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

**SIGNATURES**

In witness whereof, the parties have hereunto set their hands on this \_\_\_\_ day of \_\_\_\_, 2012.

Provider or Authorized Representative: \_\_\_\_\_

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

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

County Administrator  
Hamilton County, Ohio

Recommended By:

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

Moir Weir, Director  
Hamilton County Department of Job & Family Services

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

Mayor of Cincinnati/Chief Elected Official

Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

Workforce Investment Board President

Approved as to form:

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

Prosecutor's Office  
Hamilton County, Ohio

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

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

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

# **ATTACHMENT C**

## **HCJFS CONTRACT BUDGET USER GUIDE**

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

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

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

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

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

<b>INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1</b>
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Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p align="center"><b>INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3; PAYROLL RELATED EXPENSES</b></p>
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**PAYROLL TAXES:** Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

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

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

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

<p align="center"><b>INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b></p>
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**PROFESSIONAL FEES & CONTRACTED SERVICES:** Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

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

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

## INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

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

## INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

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

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

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

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

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

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

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



## INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

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

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

## INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

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

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

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

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

## INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

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

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

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

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

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

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

# FINAL REVIEW

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

**ATTACHMENT C**

**HCJFS CONTRACT BUDGET**

**AGENCY:**

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:**

**TO**

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

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>(Insert Program) ADMIN</b>	<b>(Insert Program) PROGRAM</b>	<b>MGMT INDIRECT</b>	<b>TOTAL WIA EXPENSE</b>	<b>LEVERAGED FUNDS</b>	<b>TOTAL EXPENSE</b>
<b>A. STAFF SALARIES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>B. EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>C. PROFESSIONAL &amp; CONTRACTED SERVICES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>D. CONSUMABLE SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>E. OCCUPANCY</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>F. TRAVEL</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>G. INSURANCE</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>H. EQUIPMENT</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>I. MISCELLANEOUS</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>J. PROFIT MARGIN</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>ALLOCATION OF MGT/INDIRECT COSTS</b>						0.00
<b>TOTAL PROGRAM EXPENSES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>L. INCENTIVES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>M. TUITION SERVICES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>N. SUPPORT SERVICES</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>	0.00	0.00	0.00	0.00	0.00	0.00

<b>ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED:</b>				<b>UNIT =</b>

<b>GRAND TOTAL/TOTAL UNITS OF SERVICE = UNIT COST:</b>	<b>#DIV/0!</b>	<b>#VALUE!</b>	<b>#VALUE!</b>

<b>TOTAL REVENUE</b>	0.00	0.00	0.00	0.00	0.00	0.00
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**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	

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

**NOTES:**

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

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

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



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

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

**Additional comments/notes for Section B:**

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

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

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

**Additional comments/notes for Section C:**

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

# **Hamilton County Department of Job and Family Services Provider Certification Process**

(Revised 6/05)

## **I. Overview**

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

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

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

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

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

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

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

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

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### Section A. Program Identifying Information

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

## ATTACHMENT D

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

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

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



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

ATTACHMENT D

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

ATTACHMENT D

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

## ATTACHMENT D

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

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

ATTACHMENT D

<p>5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included:</p> <ul style="list-style-type: none"> <li>a. consumer program satisfaction results (define method(s) to be used);</li> <li>b. HCJFS &amp; provider staff satisfaction feedback mechanism (defined in plan);</li> <li>c. unduplicated monthly &amp; YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units;</li> <li>d. how goal/performance standard attainment will be documented and reported on an individual &amp; aggregate basis;</li> <li>e. written information regarding service programs operated by provider &amp; how the information is disseminated to consumers;</li> <li>f. provider's publicized complaint &amp; grievance system to include written policies &amp; procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries;</li> <li>g. detailed safety plan;</li> <li>h. detailed written procedure for maintaining the security and confidentiality of client records.</li> </ul>	<ul style="list-style-type: none"> <li>1. Does the agency have a Quality Improvement program?</li> <li>2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served?</li> <li>3. Is there a client satisfaction mechanism in place?</li> <li>4. How are client contacts, referrals, service delivery measured and tracked?</li> <li>5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes?</li> <li>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</li> <li>7. Grievance process available - easily accessible to clients.Process for tracking and reporting individual and aggregate data on grievances?</li> <li>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</li> <li>9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?</li> </ul>
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ATTACHMENT E

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

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

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

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

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

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

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

# ATTACHMENT F

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

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

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

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

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

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

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

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

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

## ATTACHMENT F

### DECLARATION

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

### CERTIFICATION

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

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

\_\_\_\_\_  
Date



## ATTACHMENT G



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](http://www.hcjfs.org)

[www.hcadopt.org](http://www.hcadopt.org)

[www.hcfoster.org](http://www.hcfoster.org)

Employer Name:			
Employee Name:			
Employee Address:			
Authorization Date:		Expiration Date:	

### RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer's care during service delivery, and

Whereas HCJFS, and HCJFS' funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers' employees who are responsible for a consumer's care during service delivery, and

### NOW THEREFORE

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### A. Criminal Record Check

Provider shall comply with R.C. Sections 2151.86 and 5153.111. Generally these require that every employee or volunteer of Provider who has contact with a Consumer have an effective criminal record check. Notwithstanding the aforesaid, an employee or volunteer, without an effective criminal record check, may have contact with a Consumer if he/she is accompanied by an employee with an effective criminal record check. As used in this section an "effective criminal record check" is a criminal record check performed by the Ohio Bureau of Criminal Identification and Investigation, done in compliance with ORC 2151.86, which demonstrates that the employee or volunteer has not been convicted of any offense listed in R.C. Section 2151.86(C).

## REGISTRATION FORM

**RFP: SC0411-R, WIA Youth Services, October, 2011**

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

**Sandra Carson  
Hamilton County Job and Family Services  
222 E. Central Parkway Contract Services, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202  
Fax#: (513) 946-2384  
Email: carsos01@jfs.hamilton-co.org**

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **November 23, 2011**.

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING PROVIDERS CONFERENCE:</b>	
<b>SIGNATURE:</b>	

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

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

## **ATTACHMENT I**

### **Southwest Ohio Region Workforce Investment Board**

**Date: October, 2008**

**Subject: Youth Eligibility Requirements and Documentation**

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

#### **General Eligibility**

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

(A) Is age 14 through 21;

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

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

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

#### **Provision of WIA 10 Program Elements**

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

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

## **ATTACHMENT I**

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

### **Approved Source Documentation**

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

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

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

### **Action Required:**

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

## **ATTACHMENT I**

## ATTACHMENT J

### Approved Source Documentation WIA Youth Eligibility

#### 1. Age/Birth Date

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

#### 2. Citizenship Status/Authorization to Work in the US

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

#### 3. Selective Service Registration

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

#### 4. SSN

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

#### 5. Low Income Individual

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

##### Cash Public Assistance

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

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

## ATTACHMENT J

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

### ☐ **Family Income**

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

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

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

### ☐ **Food Stamps**

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

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

### ☐ **Homeless Individual**

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

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

### ☐ **Foster Child**

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

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

### **Disabled Individual**

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

To Document Disability:

- ☐ Letter from drug or alcohol rehabilitation agency
- ☐ Medical records

## ATTACHMENT J

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

### To Document Low Income:

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

## 6. Youth Barriers

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

### ☐ **Deficient in basic literacy skills**

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

### ☐ **School dropout**

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

### ☐ **Homeless**

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

### ☐ **Foster Child**

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

### ☐ **Pregnant or parenting youth**

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



## ATTACHMENT J

- ☐ Verification with social service agency
- ☐ Self-attestation

### ☐ **Offender**

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

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

- ☐ Sixth Barrier documentation form

## **7. 5% Youth Exception**

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

### ☐ **Deficient in basic literacy skills**

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

### ☐ **School dropout**

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

### ☐ **Homeless**

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

### ☐ **Pregnant or parenting youth**

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

### ☐ **Offender**

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

### ☐ **Disabilities (including learning disabilities)**

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

## **ATTACHMENT J**

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

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

- ☐ School records

☐ **Face barriers to employment**

- ☐ Sixth Barrier documentation form

**References: WIA Transmittal Letter No. 27**

## **ATTACHMENT J**

**ATTACHMENT K**

**AREA 13 WIA TELEPHONE VERIFICATION FORM**

**APPLICANT NAME:** \_\_\_\_\_  
  **LAST                    FIRST                    MI**

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**PRIMARY ELIGIBILITY ITEM TO BE VERIFIED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENTING AGENCY:** \_\_\_\_\_

**REPRESENTATIVE'S NAME:** \_\_\_\_\_

**REPRESENTATIVE'S TELEPHONE NUMBER:** \_\_\_\_\_

**DATE AND TIME OF CONVERSATION:**

\_\_\_\_\_

**DOCUMENTS HAVE BEEN VERIFIED FOR THE FOLLOWING ELIGIBILITY CRITERIA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I ATTEST THAT THE INFORMATION RECORED BY ME ON THIS DOCUMENT WAS OBTAINED THROUGH TELEPHONE CONTACT OR DOCUMENT INSPECTION ON THE ABOVE DATE. AS INDICATED BY THE AGENCY REPRESENTATIVES, ALL INFORMATION WAS OBTAINED FROM DATA PREVIOUSLY DETERMINED AND RECORDED IN THE APPLICANT'S RECORDS AT THE AGENCY PROVIDING THE ELIGIBILITY VERIFICATION.**

**OR**

**I ATTEST THAT THE DOCUMENT INSPECTED VERIFIED THE PRIMARY AND/OR SECONDARY ITEMS REQUIRED TO DETERMINE ELIGIBLITY FOR THE WIA PROGRAM.**

**AUTHORIZED SIGNATURE AND DATE:** \_\_\_\_\_

## **ATTACHMENT K**

**ATTACHMENT L**

**AREA 13 SELF-ATTESTATION FORM**

**Applicant Name:** \_\_\_\_\_  
(Last) (First) (MI)

**Social Security Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

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

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

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**Eligibility Intake Staff Person Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Southwest Ohio Region Workforce Investment Board

Approval Date: August 14, 2008

Subject: Use of ITA's for Youth

**Purpose:** To provide guidelines on the waiver to use Individual Training Accounts

(ITA's) for WIA youth participants ages 16-21.

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

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

The revised policy guidelines are as follows:

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

## ATTACHMENT M

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

- ☐ Seminars, workshops, or similar programs which are not graded, do not provide credit, and/or do not prepare an individual for a certification examination;
- ☐ Individual courses or classes, whether or not taken for credit, which are not part of the curriculum of a diploma, certificate, or degree program approved by the SWORWIB for establishment of an ITA;
- ☐ Courses or programs which, standing alone, provide only:
  - o Job Readiness/ Job skill enhancement;
  - o Management techniques;
  - o Professional development or informational updates;
  - o Personal development;
  - o Continuing professional education; or
  - o Educational development which is not occupation-specific.

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

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

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

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

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

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



**ATTACHMENT M**

**Attachment D**

**AREA 13 SELF-ATTESTATION FORM**

**Applicant Name:** \_\_\_\_\_  
(Last) (First) (MI)

**Social Security Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## ATTACHMENT M

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

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

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

\_\_\_\_\_  
(Applicant's Address)

(Signature of Parent or Guardian (as needed))

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

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Eligibility Intake Staff Person Name: \_\_\_\_\_

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

Approved by WIB 14AUG2008 DRM

**Attachment B**

### Approved Source Documentation WIA Youth Eligibility

#### 1. Age/Birth Date

- ☐ Birth Certificate
- ☐ Baptismal Record if Date of Birth is shown
- ☐ DD-214 Transfer or Discharge Paper

## ATTACHMENT M

- \_ Hospital Record of Birth
- \_ Driver's license
- \_ State, Federal, or Local Government ID
- \_ Passport
- \_ Work permit
- \_ Cross match with public assistance records via state MIS system
- \_ Other public assistance records (CRIS-E printout)
- \_ School Record
- \_ Tribal Records

### 2. Citizenship Status/Authorization to Work in the US

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

### 3. Selective Service Registration

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

### 4. SSN

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

### 5. Low Income Individual

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

#### ☐ Cash Public Assistance

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

public assistance program

- \_ Copy of authorization to receive cash public assistance
- \_ Verification by the public assistance agency through phone, email or fax.
- \_ Copy of public assistance check
- \_ Medical card showing cash grant status
- \_ Cross match with public assistance records via state MIS system

## ATTACHMENT M

- ☐ Other public assistance records (CRISE printout)
- ☐ Refugee assistance records
- ☐ Verification from the refugee assistance provider through phone, email or fax.

### ☐ **Family Income**

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

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

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

### ☐ **Food Stamps**

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

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

### ☐ **Homeless Individual**

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

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

### ☐ **Foster Child**

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

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

### ☐ **Disabled Individual**

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

To Document Disability:

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

## ATTACHMENT M

- \_ Social security disability records
- \_ School record of disability determination
- \_ Social services records
- \_ Veterans administration letter
- \_ Vocational rehabilitation letter
- \_ Worker's compensation record
- \_ Self attestation
- To Document Low Income:
  - \_ Pay stubs
  - \_ Employer statement of earnings
  - \_ Compensation award letters
  - \_ Social security retirement benefits letter
  - \_ Pension statement
  - \_ Bank statements if income is received by direct deposit
  - \_ Court award letter
  - \_ Family or business financial records
  - \_ Quarterly estimated tax for self employed persons
  - \_ Alimony agreements
  - \_ Copy of authorization to receive cash public assistance
  - \_ Verification by the public assistance agency through phone, email or fax.
  - \_ Copy of public assistance check
  - \_ Medical card showing cash grant status
  - \_ Cross match with public assistance records via state MIS system
  - \_ Refugee assistance records

### 6. Youth Barriers

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

#### ☐ **Deficient in basic literacy skills**

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

#### ☐ **School dropout**

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

#### ☐ **Homeless**

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

#### ☐ **Foster Child**

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

#### ☐ **Pregnant or parenting youth**

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

#### ☐ **Offender**

- \_ Court records
- \_ Halfway house resident

## ATTACHMENT M

- ☐ Letter of parole
- ☐ Letter from probation officer
- ☐ Police records
- ☐ Self-attestation

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

- ☐ Sixth Barrier documentation form

## **7. 5% Youth Exception**

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

### ☐ **Deficient in basic literacy skills**

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

### ☐ **School dropout**

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

### ☐ **Homeless**

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

### ☐ **Pregnant or parenting youth**

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

### ☐ **Offender**

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

### ☐ **Disabilities (including learning disabilities)**

- ☐ Letter from drug or alcohol rehabilitation agency
- ☐ Medical records
- ☐ Physician's statement
- ☐ Case notes regarding observable conditions
- ☐ Psychologist diagnosis
- ☐ Social security disability records
- ☐ School record of disability determination

## **ATTACHMENT M**

- ☐ Social services records
- ☐ Veterans administration letter
- ☐ Vocational rehabilitation letter
- ☐ Worker's compensation record
- ☐ Self attestation

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

- ☐ School records

☐ **Face barriers to employment**

- ☐ Sixth Barrier documentation form

**References: WIA Transmittal Letter No. 27**

Approved by the WIB 14AUG2008 drm

# ATTACHMENT N

## Logic Model: Indicators for Improvement

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



## ATTACHMENT N

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

## ATTACHMENT O

### DEFINITIONS OF WIA & WORKFORCE DEVELOPMENT TERMS

#### 10 Required WIA Program Elements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT O

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

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

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

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

### Other WIA Definitions

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

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

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

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

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

## ATTACHMENT O

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

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

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

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

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

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

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

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

**Low Income Individual** -- An individual who:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Area 13 Objective Assessment

Youth Name:	Date:	Staff Name:
-------------	-------	-------------

Academic Level, Skill Level, & Needs to Assess	Objective Assessment <small>(tool used to assess level or need, e.g. TABE, School Reports, Kuder, Pre/Post Work Readiness, Objective Assessment Questionnaire, Past Assessments; must be in file)</small>	Appropriate Services <small>(service and/or program element identified to improve skill or need)</small>
Basic Skills		
Occupational Skills		
Employability		
Occupational Interests		
Aptitude		
Developmental		

Prior Work Experience		
Current Employer	Title	
Start & End Date	Wage	# Hours/Week
Previous Employer	Title	
Start & End Date	Wage	# Hours/Week
Previous Employer	Title	
Start & End Date	Wage	# Hours/Week

Supportive Service Needs

Effective: Immediately  
 SWORWIB Approved: 08/12/2010  
 Revised:  
 Reviewed (no changes):

## Area 13 Objective Assessment Questionnaire

Occupational Skills & Interests	
What is your career goal?	
Why would you like to work in this field?	
Do you have any experience in this field?	
Do you have the skills necessary to do this job?	
Have you ever received training in this field?	
Do you have any computer skills?	
What are your strengths?	
Developmental Needs	
I ask for what I need in an appropriate manner.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I communicate appropriately with those I work with.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have a stable place to live.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I can make a meal for myself.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I know how to operate household equipment in order to function independently.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I clean my living area regularly.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I refrain from being with people who influence me to behave inappropriately.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I arrive on time.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I can solve problems that yield good results the majority of the time.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I make good decisions majority of the time.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Effective: Immediately  
 SWORWIB Approved: 08/12/2010  
 Revised:  
 Reviewed (no changes):



May 26, 2011

**Workforce Investment Act Policy Letter No. 08-11.2**

To: WIA Local Workforce Investment Boards (WIBs), Fiscal Agents,  
Administrative Entities, and One-Stop Operators

From: James A. Leftwich, Director  
Michael B. Colbert, Director

Subject: Determination of Dependent Status for Workforce Investment Act  
(WIA) Applicants to the WIA Youth and Adult Programs

**I. Purpose**

To outline the process for determining if an applicant or member of a family is dependent on, or independent of, his/her parent(s) or guardian(s).

**II. Effective Date**

Immediately

**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 WIA adult and youth program services. The definition of dependent is being expanded to include young adults, ages 18-23, as well as youth applicants and participants.

**IV. Requirements**

Effective with the date of this issuance, the determination of dependent status is required for all individuals as indicated below:

**WIA Youth Program**

Dependent status must be documented for WIA Youth applicants, ages 14-21, who are low income, as defined in WIA Section 101 (25)(B):

- Received an income, or is a member of a family for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, cash public assistance, and old-age survivors benefits that, in relation to family size); and
- Does not exceed the higher of the poverty line, for an equivalent period or 70% of the lower living standard income level for an equivalent period.

#### WIA Adult program

Dependent status must be documented for all WIA adults, ages 18-23, who are applying for WIA adult-funded ITAs.

The determination of dependent status is driven by the following factors:

- The amount of support provided to the applicant by his/her parent(s) or guardian(s); and

The applicant's:

- Age
- Marital status
- Dependents (biological/adopted children, disabled adults, and others dependent on the applicant for more than 50% of their support\*); and
- Veteran status

### A. Definitions

**Dependent** - as defined by the State of Ohio, ODJFS, Office of Workforce Development Glossary.

Applicants who fall in any one of the following categories shall be considered a dependent for eligibility purposes:

- Under 18 years of age
- Age 18-23 and parent(s) or guardian(s) pay(s) for more than 50% of the applicant's **support\***
- 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 **support\*** from them.

**Independent** - applicants who fall into any one of the categories below are considered to be "independent:"

- Individuals, age 18-23, providing more than 50% of their own **support\***
- Age 24 or older
- Married (If separated but not divorced, applicant is legally married)
- 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
- A veteran of the U.S. armed forces

**\*Support** as it relates to dependent includes 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 any government-provided cash public assistance and food assistance.

### **Special Circumstances**

The issue of guardianship concerning dependent children may be determined by decree of court, or may be determined by a state or federal agency that has established or assumed guardianship.

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 support from them.

**Family** - as defined by WIA Section 101(15)

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:

- A husband, wife and dependent children
- A parent(s) or guardian(s) and dependent children
- A husband and wife

### **B. Documentation**

Verification of dependent status and means of **support\*** must be documented for those individuals described in this policy.

Documentation of dependent status must include a checklist that

incorporates, at a minimum, the categories listed in Section A. A sample dependent child checklist is maintained on the ODJFS Office of Workforce Development website.

Self-attestation may be accepted to document parental support when signed by parent or guardian.

### **C. Eligibility**

As a reminder, youth ages 22 and over are not eligible for WIA formula funded youth programs as defined by WIA, regardless of dependent status.

### **V. Technical Assistance**

For additional information, you may send your questions to the Office of Workforce Development: [WIAQNA@JFS.OHIO.GOV](mailto:WIAQNA@JFS.OHIO.GOV).

### **VI. References**

Workforce Investment Act of 1998, Public Law 105-220  
Workforce Investment Act Final Rules, 20 CFR Part 652, et. al  
ODJFS WIATL Number 27, Source Documentation Guide for WIA Eligibility

Rescission

WIAPL 8-11.1

## AREA 13 WIA YOUTH SERVICES APPLICATION

Basic Intake – General					
Eligibility Date	First Name		Last Name		M.I.
Address			City	State	Zip
Mailing Address (if different)			City	State	Zip
Home #		Cell #		Work #	
Email		SSN		DOB	
Emergency Contact				Phone	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		Race		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	

Basic Intake – Additional		
UI Status at Intake: <input type="checkbox"/> Exhaustee for Unemployment Insurance <input type="checkbox"/> Not Current Claimant and Not an Exhaustee <input type="checkbox"/> Eligible Claimant Referred by WPRS <input type="checkbox"/> Eligible Claimant Not Referred by WPRS		
Education Level (Last grade completed)	Education Status: <input type="checkbox"/> In School; HS or less <input type="checkbox"/> HS Graduate <input type="checkbox"/> Not Attending School; HS Dropout	
Veteran Status: <input type="checkbox"/> Veteran <input type="checkbox"/> Non-Veteran	Driver's License State	Class

Basic Intake – Program Data			
Citizenship: <input type="checkbox"/> US Citizen <input type="checkbox"/> Registered Alien <input type="checkbox"/> Refugee <input type="checkbox"/> Other Legal Alien <input type="checkbox"/> Other	Documented Reason for Youth Eligibility: <input type="checkbox"/> Cash Public Assistant Recipient <input type="checkbox"/> Homeless <input type="checkbox"/> System Calculated Low Income <input type="checkbox"/> Food Stamp Recipient/Eligible to Receive <input type="checkbox"/> Foster Child <input type="checkbox"/> Disability/Income <input type="checkbox"/> 5% Override	Youth Barriers Documentation: <input type="checkbox"/> Basic Skills Deficient <input type="checkbox"/> School Dropout <input type="checkbox"/> Homeless <input type="checkbox"/> Runaway <input type="checkbox"/> Pregnant or Parenting Youth <input type="checkbox"/> Offender <input type="checkbox"/> Foster Child <input type="checkbox"/> Requires Additional Assistance	
Registered for Selective Service <input type="checkbox"/> Yes, Selective Service # _____ <input type="checkbox"/> No <input type="checkbox"/> Exempt:  <input type="checkbox"/> Female <input type="checkbox"/> Male Under 18 <input type="checkbox"/> Male Born Before 01/01/1960 <input type="checkbox"/> Honorably Discharged Veteran <input type="checkbox"/> Mental/Physical Disability <input type="checkbox"/> Male 26+ Did Not Willfully Skip Registration			
Public Assistance Recipient <input type="checkbox"/> Yes <input type="checkbox"/> No		Case #	
Family Size	Family 6 Month Income	Individual 6 Month Income	

**Effective:** Immediately

**SWORWIB Approved:** Administrative expansion of Ethnicity/nw, 01/31/2011

Revised: 04/27/2008, 08/12/2010

**Reviewed (no changes):**

**Barriers Data**  
(check all that apply)

- ☐ Disabled    ☐ Single Parent    ☐ Runaway    ☐ Limited English Proficiency    ☐ Behind Grade level    ☐ Basic Skills Deficient  
☐ Substance Abuse    ☐ Homeless    ☐ Offender    ☐ Foster Child    ☐ Pregnant/Parenting    ☐ Youth Requires Additional Assistance  
☐ School Dropout    ☐ Face Serious Barriers    ☐ Lacks Transportation

**Certifying Statement**

I certify, to the best of my knowledge, the information is accurate and true. I understand that all information is subject to review and verifications. I understand that falsification shall be grounds for termination and may subject me to prosecution under the law. I authorize release of this information to determine and verify eligibility in accordance with applicable laws, rules, and regulations, and to share my program status and progress. To my knowledge, I am not related to any employee, member or subcommittee member of the local Workforce Investment Board, Administrative Entity, Hamilton County Department of Job & Family Services, or local agency funded by the Workforce Investment Act. I understand that all information is treated as strictly confidential and is available only to me and the agencies (WIA and non-WIA) serving me.

Applicant's Signature	Date
Parent/Guardian's Signature	Date
Interviewer's Signature	Date



## OHIO AREA 13 WIA YOUTH SERVICES FILE GUIDANCE

*Program files should include all bolded mandatory forms/documents and additional forms/documents as needed AND be arranged in the following sequence.*

### 1. Eligibility Section:

This may include the following forms/documentation:

- ☐ **Area 13 Youth Services Application**
- ☐ **Proof of Address**
- ☐ **Age/ DOB**
- ☐ **SSN Verification**
- ☐ **Citizenship / Right to Work**
- ☐ **Selective Service Verification**
- ☐ **School Status Verification**
- ☐ **Complaint Rights/ EEO Form**
- ☐ **WIA Income Worksheet/Parent's Income if Dependent (pay stubs, tax form)**
- ☐ JFS Release of Information Form
- ☐ **Customer Eligible/Reason**
- ☐ **Barrier Documentation/Reason**
- ☐ **Determination of WIA Dependent Status Checklist**
- ☐ 6<sup>th</sup> Barrier Form (Requires Additional Assistance)

### 2. Other Requirements

- ☐ EEO
- ☐ Age and Schooling Certificate (Work Permit)
- ☐ Proof of Age/Parental Consent
- ☐ I-9
- ☐ Minor Wage Agreement
- ☐ Job Description

### 3. Objective Assessment/Individual Services Strategy:

This may include the following forms/documentation:

- ☐ **Area 13 Individual Service Strategy Form**
- ☐ **Area 13 Objective Assessment**
- ☐ TABE Pre-Test/Post-Test (if applicable)
- ☐ **Service Enrolled in SCOTI**
- ☐ Basic Skills/Work Readiness Goals in SCOTI

### 4. Supportive Services:

**At least one form/documentation must be included:**

- ☐ Linkages to Community Services
- ☐ Transportation
- ☐ Child Care
- ☐ Housing
- ☐ Referrals to Medical Services
- ☐ Uniforms
- ☐ Work related tools
- ☐ Other \_\_\_\_\_

### 5. Outcome:

This may include the following forms/documentation:

- ☐ Basic Skills/Work Readiness Goal in SCOTI
- ☐ Certificate & Credentials (date and type)
- ☐ Job Placement
- ☐ Case Notes (SCOTI)

### 6. Exit:

This may include the following forms/documentation:

- ☐ **Exit Date/Reason**
- ☐ **School Status at Exit**
- ☐ Global Exclusion

### 7. Follow-up:

This may include the following forms/documentation:

- ☐ **Post Exit Quarter 1 (supplemental earnings)**
- ☐ **Post Exit Quarter 2 (supplemental earnings)**
- ☐ **Post Exit Quarter 3 (supplemental earnings)**

### 8. Case Notes:

This may include the following forms/documentation:

- ☐ Printed notes from SCOTI

### 9. Appendices

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

## Area 13 Individual Service Strategy (ISS)

Initial & Review Dates	
Initial Date	Staff
Quarterly Review Date	Staff
Quarterly Review Date	Staff
Quarterly Review Date	Staff

Contact Information			
Name		<input type="checkbox"/> Male <input type="checkbox"/> Female	
Address		City	State    Zip
DOB	SSN	Cell	Email
Who will know how to contact you if contact information changes?	Name	Phone	Relationship

Educational Status			
<input type="checkbox"/> In-School <input type="checkbox"/> Out-Of-School	Highest Grade Completed	School	
Reading	Math	Language	IEP <input type="checkbox"/> Yes <input type="checkbox"/> No

Immediate Needs	
Why are you seeking services?	
What are your immediate needs?	Solution

Program Elements			
Program Elements	Provider	Planned Start Date	Planned End Date
Tutoring, Study Skills Training, Instruction leading to completion of secondary school including dropout prevention			
Alternative Secondary School Service			
Summer Employment Opportunities linked to academic and occupational skills			
Paid and Unpaid Work Experience			
Occupational Skills Training			
Leadership Development Opportunities			
Supportive Services			
Adult Mentoring for at least 12 months			
Comprehensive Guidance and Counseling			
Follow-up Services for at least 12 months			

Goals	
Long-Term Employment Goals	Short-Term Employment Goals
Long-Term Educational Goals	Short-Term Educational Goals
Other Achievement Goals	Other Achievement Goals

Action Plan				
Employment Goal:				
Action Step	Responsibility	Start Date	Completed	Completion Date
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Educational Goal:				
Action Step	Responsibility	Start Date	Completed	Completion Date
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Goal 3:				
Action Step	Responsibility	Start Date	Completed	Completion Date
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Statement of Agreement	
I own the results of my ISS and goals. I authorize the release of my ISS to agencies that will serve me to facilitate the successful completion of my ISS.	
Youth Signature	Date
Employment & Training Advisor Signature	Date

[illegible]