

# WIOA Workforce Innovation and Opportunity Act Youth Program Work Activities Request for Proposal (RFP) February 1, 2016\*- June 30, 2016

\*or upon approval of contract

OhioMeansJobs Warren County  
300 East Silver Street  
Lebanon, Ohio 45036

Issue Date	January 4, 2016
Deadline for Submissions	January 20, 2016
Technical Assistance For assistance, please use E-mail or fax. Questions will be answered in the order received.	Karen Whittamore E-mail: <a href="mailto:whitks@ohioworkforce.com">whitks@ohioworkforce.com</a>
Deadline for submission of questions	January 13, 2013

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## General RFP Information

## **INTRODUCTION**

### **Purpose**

The Warren County Board of Commissioners( Commissioners have authorized the Ohio MeansJobs Warren County (OMJWC) to release this Request for Proposal (RFP) to solicit proposals from organizations interested in developing and operating innovative Work Experience Activities programs under the provisions of the Workforce Innovation and Opportunity Act (WIOA). The program shall provide work activities to eligible low-income in-school and out-of-school youth age sixteen (16) through twenty four (24) with barriers to future employment.

### **Vision of the Area 12**

The program emphasis will differ slightly for two groups of youth, those in-school and out-of-school. Proposals may include serving both groups or either group separately. The major goal with all WIOA services to youth is to prepare these individuals to enter the workforce in a manner that will lead them to self-sufficiency and creates a career pathway for the future.

A proposal which serves in-school and out-of-school youth should include the capacity to match young people with skills development opportunities that enable them to prepare for successful careers in-demand in the market place of today and the foreseeable future.

The Workforce Innovation and Opportunity Act mandates that at minimum of 75% of the total program funding be used for Out-of-School youth However, OMJWC is requiring the expenditure of at least 80% of the total funds related to this request to be used on out-of-school youth. for delivery of designated services.

The program should be accessible to all eligible youth populations within Warren County. The location should provide a safe, supportive, professional atmosphere for young people and a variety of opportunities for constructive interaction with adults.

Based on an objective assessment developed by OMJWC Youth staff that inventories the youth participant's knowledge, work skills, abilities, etc., an individual plan will be developed with each young person which must be completed before any services can be delivered. This will indicate what services would be appropriate for that individual and those services will be indicated in the Individual Services Strategy (ISS). Those who may benefit from work experience activities will be referred to the Provider.

### **Service Area Guidelines**

Bidders are encouraged to serve youth from as wide an area of Warren County as possible.

### **Deadline for Submission of Proposals**

In order to be considered for funding, an original hard copy proposal, together with one (1) electronic copy in Microsoft Word, must be hand delivered, delivered via U.S. Postal Service, or other mail delivery service by no later than **10:30 A.M. (EST) on January 20, 2016**, and to the following address:

OhioMeansJobs Warren County  
300 East Silver Street  
Lebanon, Ohio 45036  
Attn: Karen Whittamore

Proposals are to be sealed and each proposal should bear the name and address of the bidder and should be plainly marked " **Bid on WIOA Youth Work Experience Program PY 15**". Persons who hand deliver proposals will be issued a Notice of Receipt of Proposal. All proposals submitted will be marked with a time and date. All proposal must be delivered to the correct location to be considered. Timely submission of proposals is the sole responsibility of the proposer.

**Late proposals will not be considered for grant award. All proposals hand delivered after 10:30 A.M. on January 20, 2016 will be returned to applicants.** Vendors using the U.S. Mail are required to obtain a proof of Mailing Certificate from the postal service demonstrating that the document was mailed prior to the deadline date in sufficient time for delivery on the closing date

### **Funding Available**

WIOA mandates that 20% of the total youth program budget be allocated for Work Experience. The amount of any award is dependent on the availability of funding from the U.S. Department of Labor (including new funding availability and carry forward from prior years). The amount of an award for each proposal submitted is subject to the approval of the Area 12 Youth Committee. Bidders will be notified of award in writing as soon as the decision is known.

No costs will be paid to the bidder to cover the cost of preparing a proposal or procuring a contractor for services.

If additional funding becomes available during the term of the contract, OMJW reserves the right to amend the Contractor's contract to increase the contract

value.

### **Eligible Providers**

The approach of the Area 12 Workforce Development Board will be to identify effective providers of youth activities which could be a private-for profit business entity, private non-profit corporation, or public entity, and to place emphasis on providers that have at a minimum:

- demonstrated performance
- demonstrated familiarity with Warren County and its businesses or plan to develop this relationship
- highly qualified and trained staff
- relationships with local juvenile corrections and child support programs
- connection with local education systems, including post secondary education
- central focus on youth

Other criteria which will be taken into consideration to identify effective youth providers are the following:

- continuity and consistency of contact with caring adults
- educational attainment of staff
- experience of staff

### **Technical Assistance**

Questions may be e-mailed to Karen Whittamore at whitks@ohioworkforce.com. Questions must be received by **January 13, 2016**. However, the ability of the staff to provide a response to each question asked and provide the question and answer to all bidders, will be limited and not guaranteed. **Requests for technical assistance will not be available by phone.** All such questions must be submitted as noted above by E-mail.

## **SCOPE OF THE RFP SERVICES**

### **REQUIRED PROGRAM DESIGN FEATURES/SERVICES**

#### **Eligibility**

Eligibility for services funded under this RFP is limited to :

Out-of-school youth 16 to 24 years of age and who meet one of the following criteria

- Not attending any school (as defined under State law) and meet one of the following requirements:
  - School dropout
  - Within the compulsory school age range, but have not attended school for at

- o least the most recent complete school year calendar quarter
- o Subject to the juvenile or adult justice system
- o Homeless as defined in Section 41403(6), Violence Against Women Act (42 U.S.C 14013e-2((6)),
- o a runaway,
- o In foster care or have aged out of the foster care system
- o A child eligible for assistance under Section 477, Social Security Act (42 U.S.C. 677)
- o In an out-of-home placement
- o Pregnant or parenting
- o An individual with a disability
- o Recipient of a secondary school diploma or its recognized equivalent who is low income and either basic skills deficient or an English language learner
- o Low income individual who required additional assistance to enter or complete an educational program or secure or hold employment

NOTE: The Workforce Innovation and Opportunity Act mandates that at minimum of 75% of the total program funding be used for Out-of-School youth. However, OMJWC is requiring the expenditure of at least 80% of the total funds related to this request to be used on Out-of-School youth.

OR

In-school youth 16 to 21 years of age and who meet one of the following criteria:

Low income and

- o Basic skills deficient
- o An English language learner
- o An offender
- o Homeless as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C.14043e-2(6))
- o Youth as defined in Section 725(2) of the McKinley-Vento Homeless Assistance act (42 U.S.C. 11434a(2))
- o A runaway
- o In foster care or has aged out of the foster care system
- o Child eligible for assistance under Section 477 of the Social Security Act (42 U.S.C. 677)
- o An out of home placement
- o Pregnant or parenting
- o Individual with a disability
- o Individual who requires additional assistance to complete an educational program or to secure and hold employment

- **NOTE: The Workforce Innovation and Opportunity Act limits expenditures for In-School youth to 25% of total funding. However, OMJWC is limiting the expenditure of funds related to this request to 20% of the total expenditures.**

All eligible youth must reside in Warren County to be served under this contract.

Recruitment of eligible youth for program participation is a shared responsibility of the OMJWC and Contractor. However decisions regarding eligibility and suitability are the responsibility of OMJWC.

## **Framework Activities**

**Eligibility determination, appropriateness for service, completion of an objective assessment and development of an individual service strategy will be the responsibility of OhioMeansJobs Warren County.**

## **Services to Be Provided**

Services provided should be youth focused and should be provided to youth based on the need for services contained in their assessment and individual service plan. **Services and activities provided to participating youth cannot interfere with regular school or training activities.**

Services delivered should prepare the youth for success in future employment.

One of the 14 WIOA Youth mandatory element to be made available to youth participants under this RFP, if called for in the objective assessment, is:

**Paid and unpaid work experiences\*** that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

- Summer employment opportunities and other employment opportunities available throughout the school year
- Pre-Apprenticeship programs
- Internships
- Job Shadowing
- On-the job training opportunities

**\*20% of the program funds must be expended on some type of work experience activity.**

In addition to the stated program element, the Contractor will be required to provide youth clients with exposure to the OhioMeansJobs Center.

In general, the OhioMeansJobs Center is a system under which partners responsible for administering separate workforce investment, educational, and other human resource programs collaborate to create a system of service delivery that will enhance access to the programs and services and improve long-term employment outcomes for individuals receiving assistance.

The core performance measures are the key measures of success in achieving the legislative goals of the WIA/ WIOA. All youth core measures are effective

WIOA performance measures will be used for youth exiting beginning July 1, 2016. There are no negotiated performance measures established as of December 1, 2015. These are for informational purposes and all performance goals will be negotiated between the OMJWC staff and the Contractor.

Performance Measure	Definition	State Rate
Skills Gains	The % of program participants who, during a program year (PY) are in an education or training program that lead to a post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment	Not determined
Attainment of a Degree or Certificate	The % of program participants who obtain a recognized post secondary credential, or a secondary school diploma or its recognized equivalent during participation in or within one year after exit from the program	Not determined
Placement in Employment of Education Q2	The % of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program	Not determined
Placement in Employment of Education Q4	The % of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program	Not determined
Median Earnings	The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program	Not determined
Effectiveness in Serving Employers	The indicators of effectiveness in serving employers	Not determined

## PROGRAM ADMINISTRATION

### Fiduciary Relationships

**OMJWC awards contracts on a cost reimbursement basis. Please refer to Page 1 of the sample OMJWC contract included in the proposal package as an attachment.**

The services requested in this RFP may be provided by a single entity or a collaboration of agencies. A collaboration of agencies would be a group of two or more agencies who agree to work together to deliver the designated youth program elements or portions of the program elements because one agency cannot provide them all. A lead agency will pick the collaborators from among those agencies it may know can provide some of the elements that the lead agency cannot provide. The lead agency is responsible for submitting the



proposal on behalf of the collaboration. If collaborative relationships are part of the program delivery strategy, whether they occur within an individual school district or across school district lines, every proposed collaborative must identify the relationship between the collaborators and Lead Agency. Options include:

1. Financial Agreement (Lead Agency/Subcontractor) - A formal financial agreement between the entities in which the lead agency reimburses the subcontractor for all costs incurred on a cost reimbursement basis.
2. Non-Financial Agreement - a formal agreement between the entities in which one serves as the Lead Agency but in which no financial transactions occur between the lead agency and the subcontractor(s).

### **Duties and Responsibilities of the Lead Agency**

1. Contracting with OMJWC and complying with the terms and conditions of that agreement for the delivery of services (**Please see the attached sample contract**).
2. Cooperating with OMJWC in the implementation of the Youth Program as described in the proposal.
3. Ensuring that the collaborative (if any) provides services which are readily accessible to the youth to be served.
4. Oversight and monitoring of all program subcontractors, if any.
5. Administering all funds awarded including those issued for payment to subcontractors, if any.
6. Collaborating with organizations identified in the proposal via financial or non-financial agreements including but not limited to:
  - Local education agencies
  - Social service agencies, public housing agencies, probation department, foster care, community-based organizations, and other related programs
  - Business/Industry
7. Submitting all required information (data) including reports to OMJWC in a timely manner which may include weekly, monthly, or quarterly reporting periods.
8. Targeting services by the collaborative (if any) to youth who reflect the eligible population of the area of service.
9. Providing services to low-income individuals eligible for participation in the program including those with barriers to employment such as: the disabled, offenders, school drop-outs, basic skills deficient, pregnant or parenting, and

runaway or homeless youth.

10. Coordinating with collaborators (if any) in program design, implementation and staff development to ensure that the collaborative meets performance outcomes.

### **Appropriate Use of Funds**

WIOA funds are federal funds and as such are not to be used to supplant existing programs. Section 194(2) of the Workforce Innovation and Opportunity Act states that funds provided under the WIOA shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.

Program costs consist of goods and services which directly affect program design and program participants for whom services are provided by the contractor (and /or collaborators) and includes services in either a work environment or training setting. Examples of costs that could be legitimately incurred by the administration of a youth program include:

- The compensation (salaries and fringe benefits) of individuals who instruct, coordinate, case-manage, counsel, perform outreach, recruitment, and assessment or otherwise provide training and direct program services or support services to program participants. This includes individuals employed by the lead agency and those employed by collaborators who provide services through a financial agreement with the contractor/lead agency.
- Equipment and supplies used by youth participants and/or individuals engaged in providing training or other services, such as computer software, books and other teaching aids, classroom space and utility costs. Any equipment purchase over \$1,000 must be approved by ONJWC Center staff.
- Stipends paid to youth participants which must be directly tied to attendance in classroom instruction for participation in work activities such as job shadowing that do not involve the receipt of wages. Stipends must be in compliance with Area 12 WIB approved guidelines and pre-approved by OMJWC staff.
- Wages for Paid Work Experience which is compensation for the actual number of hours worked by youth participants who are placed in work experience activities provided by temporary public sector, non-profit sector and private sector employment.

All program costs must be advanced and will be recovered on a cost

reimbursement basis\*. No up-front or start-up costs will be paid by OMJWC. Reimbursement will occur normally on a monthly basis. All payments by OMJWC to the contractor for work performed must be based upon what is proposed in the RFP and backed up in the contract which follows the award of funding. All costs charged must be verifiable and documented before OMJWC can make a payment for services rendered. Appropriate documentation must be attached to all billing forms when seeking payment (e.g. salary charges backed up by time records).

## **Evaluation Criteria and Rating System**

In order to be considered for participation, bidders must achieve a minimum acceptable score of 75% of the point total in the attached evaluation tool. However, Warren County reserves the right to reject any and all proposals. Those achieving the minimum of 75% will then be reviewed by a committee for lowest cost and most responsive to the needs of the program. Proposals will be evaluated in the following categories:

### **Demonstrated Ability**

This category will evaluate the proposer's most recent 24 months of experience in providing services similar to those being proposed, including the ability to attain, track and report performance as required. It will include experience in collaboration, targeting of services, outcomes, staff qualifications, staff turnover, and administration. It will also include bonus points for performance and/or evaluations of work performed by the bidder which has been submitted by the funding agency for which the bidder has operated similar programs or services

### **Program Design**

This category will evaluate how well the proposed program has been designed including the proposed delivery of all required services, the extent of collaboration/services integration, plan for development of employer relations, ease and feasibility of implementation, innovativeness, the accessibility of the proposed program including geographic location, availability of transportation, access for persons with disabilities, hours of operation, plans for outreach, relationship to schools, availability of technology, and its likelihood to lead to the desired outcomes for youth.

### **Cost Reasonableness**

This category will evaluate the cost of the proposed program to determine if it is fair and reasonable. It may include such factors as length and intensity of program design, staff-to-youth ratio, support services, and competitiveness of staff salaries. Proposed charges for services that exist

within the local community at no cost will be seen as a negative in factoring the reasonableness of the proposal cost.

### **Contract Term**

1. The initial funding period will be on or about **February 1, 2016 to June 30, 2016** and is contingent upon the availability of funds.

### **Reporting Requirements**

The OMJWC office is concerned about "bottom line" issues: who is served, the number of clients served, what happens to them, does the program have an impact.

Therefore the program provider will be responsible for providing monthly statistical reports which relate numbers of clients enrolled and numbers of clients served in each of the identified elements. The Contractor will use a reporting form approved by the OMJWC staff .

The Contractor must also furnish reports which will profile youth participants, their activities, and achievements on a quarterly basis

Less than adequate performance includes but is not limited to:

1. Failure to meet enrollment goals for three consecutive months without correction action taken.
2. Failure to meet expenditure goals for three consecutive months without corrective action taken.
3. Failure to be responsive to the administrative needs of OMJWC (i.e. responsive to requests for information, corrective action response and implementation, etc.)

**Workforce Innovation and Opportunity Youth Program  
Request for Proposal Application**

**February 1, 2016 (or upon approval of contract) - June 30, 2016**

OhioMeansJobs Warren County  
300 East Silver Street  
Lebanon, Ohio 45036

Proposer Name:
Street address: P.O. Box: City, State, Zip: Phone: _____ Fax: _____
Person (Name & Title) authorized to represent the proposer:  Phone #: _____ E-mail address: _____
<b>Total Funds Requested \$</b>  In-School Funds Requested \$ _____, # of clients to be served  Out-of-School Funds Requested \$ _____, # of clients to be served Organization Status: Public Non-Profit _____ Corporation _____ Private Non-Profit _____ Other _____ Private for Profit _____ Government _____ Years in Operation _____
Name of proposal preparer:
Tax, Tax exempt, or non-profit I.D. number _____  Name and Signature of organization officer authorized to bind the organization to all commitments made in the proposal: Name: _____  Signature: _____ Date _____

**General Preparation Guideline** 11

1. The cover page of the proposal must be completed in its entirety. If a Board resolution

authorizing the agency officer to submit the proposal cannot be obtained prior to proposal submission, the resolution may be submitted no later than three (3) calendar weeks from the proposal submission deadline.

2. Proposers must submit one original and one electronic copy in Microsoft Word. The original must be marked "Original" on the cover and must bear the actual original signature(s) of the person(s) authorized to sign the proposal.

3. Print all narratives on 8 1/2 x 11" plain white paper with margins of 1" on each side. All narratives must be printed in single space and 12 point type. It is recommended that narratives be as brief and concise as possible while providing all the information requested.

4. Each page of the proposal must be numbered sequentially at the bottom of the page and each narrative must contain a heading which clearly indicates the question being answered.

5. Staple all pages firmly in the upper left-hand corner. Specialized bindings or coverings, paper clips or other removable fasteners are not acceptable.

6. All Attachments to be submitted are specified in the RFP. Additional exhibits will not be accepted and will be returned to the proposer.

7. In order to be considered for funding, an original proposal, together with one (1) electronic copy in Microsoft Word, must be hand delivered, delivered via U.S. Postal Service, or other mail delivery service by no later than 10:30 A.M. (EST) on **January 20, 2016** and to the following address (those delivered to the wrong location will not be accepted) :

OhioMeansJobs Warren County  
300 East Silver Street  
Lebanon, Ohio 45036  
Attn: Karen Whittamore

Proposals are to be sealed and each proposal should bear the name and address of the bidder and should be plainly marked "**Warren County WIOA Youth Program**". All proposals submitted will be marked with a time and date. Timely submission of proposals is the sole responsibility of the proposer.

**Late proposals will not be considered for grant award. All proposals hand delivered or delivered after 10:30 A.M. on January 20, 2016 will be returned to applicants.** Vendors using the U.S. Mail are required to obtain a "Proof of Mailing Certificate" from the postal service demonstrating that the document was mailed in sufficient time for delivery on the closing date.

**Narratives**

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**Demonstrated Ability and Expe** . . . . .

- Describe the bidder's demonstrated ability in the following area, and clearly articulate experience and specific outcomes achieved while identifying any collaborative partner involved. Include any prior staff experience. Also articulate the ability to attain and track performance outcomes of the services.

The narrative shall include how the bidder is qualified to and/or has experience in operating programs involving paid and / or unpaid work experience.

### **Staff Development**

- What criteria exist to ensure the hiring of staff who are committed to positive youth development and to the success of all youth who participate?
- What is the expected educational level of program staff?
- What is the average number of years of experience of the staff?
- How will the staff be involved in improvement of program design during this contract?
- Is the staffing level adequate?
- How many of the staff participating in this proposed program delivery have familiarity with any of the local school systems or post-secondary schools?

## **Program Design**

### **Outreach and Recruitment Assistance**

- Which eligible population areas are you targeting?
- How will you work collaboratively with OMJWC staff?
- Describe the outreach and recruitment assistance process and how it will target for referral young people most likely to benefit from the program's activities?
- How will the lead partner link with organizations serving youth who are most likely to benefit from the program?

### **Academic Skills**

- How will the program link academic and occupational skills training?

### **Employment Skills**

- Describe the paid and unpaid work experience, and summer employment opportunities.
  - How is it determined that occupations included in employment skills are in demand occupations in the local area?
  - What criteria is used to select worksites?
  - How will staff work with OMJWC business staff to develop worksites?

### **Employer Engagement**

- What resources and expertise do employers contribute to program efforts?

- How will the program learn what employers need and determine that the skills gained by young people in the program meet the requirements of employers?
- What connections does the bidder have to local employers?
- The Contractor must explain how clients will remain on their targeted career path and receive assistance in their transition to continuing education and/or employment. In what ways is progress of program completers and graduates to be tracked?

### **Site(s) of Program Operation**

- Provide a description of the site(s) where the Youth Program will occur including the following:
  - In what way is the site(s) a safe, secure, and welcoming place for youth?
  - How does the bidder ensure full accessibility to the site (s) and to all services?
  - Is the site at a location easily accessible to the majority of the county's youth population?
  - Is the site easily accessible for persons with disabilities?
  - What are the most effective hours of operation to best meet the needs of youth participants?
  - What are the electronic infrastructure and information capabilities?
  - What will be the availability of transportation? Discuss how it will be provided.
  - Will all or most services be available locally or will the youth be required to travel?

### **Focus on Results**

- How will the program collect appropriate and credible data that will enable the documentation of operational effectiveness and the ability to achieve desired outcomes? For example, address these issues: Have youths skills improved? Are more youth in jobs, in college or military? Are youth on the path to high wage jobs? Is there a network of effective service providers? Is the program staffed by competent, skilled adults?

### **Cost Reasonableness**

The bidder is required to furnish OMJWC with a line item budget detailing all costs charged. Each line containing a proposed cost must be based upon a description of the cost and the calculation used to determine the amount requested. The line item budget is the basis for determining if all proposed costs are reasonable and necessary (Please refer to Informational Exhibits for an example of a budget form and budget instructions).

While there are no specific standards set locally, state wide, or federally relative to the average cost per client served, it is expected that the proposer carefully consider the number of clients to be served in relation to the total dollars requested. In other words, the proposer must be prepared to defend and demonstrate that the costs to be incurred are reasonable and necessary.

- Provide the total funds being requested and needed to operate an In-School and/or Out-



of-School Youth Work Experience program. Include the estimated number of youth participants you will serve given the funds requested. Calculate a cost per person served (total funds requested divided by the total number of participants served) and provide a narrative which explains how the costs to be incurred are reasonable and necessary. Include participant wages, incentives, stipends, and other costs associated with the work activity in the total cost.

- Indicate how you propose to track costs to assure that:
  - A minimum of 80% is expended on Out-of-School youth
  - A maximum of 20% is expended on In-School Youth
  - (Note: While the WIOA regulations require a minimum 75% expenditure of funds on out of school youth, this proposal is requiring an 80% expenditure rate on that population)**
- Describe all staff costs and fringe benefits which are the costs of all direct labor used on the program. This includes the costs for all staff salaries, wages, and fringe benefits paid to those employees whose work will benefit the proposed program, and only that program. List the number of staff involved in the program and their job titles(s). Provide a breakout of all staff costs charged directly to the this project which shall include:
  - an hourly rate of pay
  - hours per week devoted to the project
  - number of weeks devoted to the project
- Provide an analysis of how fringe benefits are determined and what they are.
- What will be the supervisor/youth ratio or any adult/youth ratio in respect to all provided services?
- Estimate and describe the quantity and cost of all office or consumable supplies to be purchased with OMJWC funds. The bidder should present some basis for estimating the costs. The bidder must describe how these costs were determined and the procedures for acquisition (e.g. solicitation of three (3) individual price quotes or use of a provider established by a competitive procurement process).
- Estimate and describe all equipment devoted to the direct provision of services funded under this RFP. Identify and describe equipment having a general program use (office equipment/fax machines). OMJWC prefers that the purchase of equipment be minimized. In fact, any purchase of equipment of \$1,000 or more must have prior approval of the OMJWC. If equipment is necessary for the effective operation of the program, the bidder/contractor must provide an analysis of lease versus purchase alternatives and OMJWC will be involved in the determination of the most economical approach. Describe the procedures the bidder utilizes for the acquisition of all equipment. Project the unit cost for all equipment to be acquired. The bidder must describe how these costs were determined and the procedures for acquisition (e.g. solicitation of three (3) individual price quotes or use of a provider established by a competitive procurement process). All equipment purchased under the contract may become the property of OMJWC in the event the contract is not renewed or is terminated for any reason.
- Estimate and describe costs for office a 15 training site rental chargeable to this program. Cost of space rental is deterr y the number of square feet multiplied by a

rate per square foot. The bidder must describe how this rate is determined. Listing costs for space rental of comparable facilities or a standard rate if available will be helpful in the review process. Describe whether the facility is being used for purposes other than ONE-STOP related work and if so how the costs will be apportioned to this project. Indicate whether the costs of utilities and maintenance of the space are included in the overall lease costs and if applicable are they already included in the lease payment the bidder makes which may be charged to the OMJWC.

- Describe all estimated costs of communications (including telephone and postage) to be paid for with funds requested in this RFP. Indicate whether these charges will be directly devoted to this project or part of an overall organization cost which is allocated to this project.
- Describe all estimated costs of insurance or fidelity bonding which may be necessary to operate the program and which will be paid for with funds requested in the RFP. Appropriate types of insurance and bonding must be identified. Fidelity bond amount appropriate for the amount of funds requested must be listed. Insurance premiums or costs applicable to the program must be listed.
- All bidders providing transportation to youth participants must describe all estimated costs. Total charges must be broken out in a manner indicating how they were determined. A cost per participant must be calculated by dividing the overall cost of transportation by the number of participants estimated to be served.
- All bidders providing stipend payments to youth participants must describe all estimated costs.(NOTE: Area 12 is developing guidelines for allowable amounts for stipends. Bidders may submit only estimated costs.)
- All bidders providing compensation for subsidized work experience placement in the public or non-profit sector must describe all estimated costs. An hourly wage of payment for hours worked must be provided (The hourly wage must not be less than the federal or state minimum wage). Provide the estimated number of youth expected to participate in a work experience activity based on the funds requested.
- Identify, describe and provide justification for all other miscellaneous costs to be paid for with funds requested in this RFP. Examples of miscellaneous costs are printing and photocopying.
- Is the bidder 's cash flow sufficient to operate the program on a cost reimbursement basis? What is your primary funding source? Is the primary funding source adequate so that the bidder is not dependent on WIOA funds alone for ongoing operations?
- Discuss how your fiscal control and accounting procedures are in accordance with generally accepted accounting procedures.
- Describe the type of accounting system in place to receive and disburse funds.
- Are internal controls in place to compare <sup>16</sup> actual expenditures with budgets for contracts?

- If funding has been received by the bidder for federal programs since 2012, please list the programs and funding levels. Briefly state whether all funds were spent in a timely manner and in accordance with program purposes and requirements.
- If you are receiving state or federal funds for similar types of initiatives please demonstrate that WIOA funds will not supplant programs that are presently operating.

## **Definitions**

### **Allowable Costs**

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customers.

### **Basic Skills Deficient**

An individual who has English reading, writing, or computing skills at or below the eighth grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

### **Case Management**

The provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans such as service strategies; and to provide job and career counseling during program participation and after job placement.

### **Cost Reimbursement Contracts**

This is an agreement format that provides for the reimbursement of all allowable costs which have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs.

### **Customer**

A person applying for or utilizing program services.

### **Eligible or Eligibility**

Refers to an individual's status in relation to their ability to participate in a WIOA or other needs-based program.

### **In-Kind Contribution**

The value of services that are provided by the Grantee at no cost to the Grantor.

### **Internship**

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

### **Job Shadowing**

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

**Low Income Individual (Youth)**

Receives, or is a member of a family that receives, cash payments under a federal, state or local income-based public assistance program; or received an income, or is a member of a family that received a total family income, for the 6-month period prior to application, that, in relation to family size, does not exceed the higher of the poverty line; or 70 % of the lower living standard income level; or is a member of a family eligible to receive food stamps; or qualifies as a homeless individual; or is a foster child.

**Monitoring**

The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or customers, telephone conversations, and formal evaluation of compliance elements.

**Occupational Skills Goal**

Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

**Offender**

Any adult or juvenile who is or has been subject to any stage of the criminal justice process or who has a barrier to employment because of a record of arrest or conviction.

**On-the-Job Training**

Training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge of essential skills to the full and adequate performance of the job;
- Is made available through a program that provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided in Section 134 (C )(3)(H), for extraordinary costs of providing the training and additional supervision related to training; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.

**Out-of-School Youth**

An eligible youth who is a school drop-out or who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.

**Participant**

An individual who has been determined to be eligible to participate in, and who is receiving services under a grant program; The term is sometimes used interchangeably with the term "customer"

**Placement**

Placement into an unsubsidized full time (at 18 hours a week) job.

**Pre-apprenticeship Programs**

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

**School Dropout**

An individual who is no longer attending any school and who has not received a secondary school diploma

**Stipend**

A fixed and regular small payment such as an allowance

**Summer Employment Opportunities**

An activity conducted mainly during the summer months which involved work experience as the primary strategy and must provide direct linkages to academic and occupational learning

**W.I.O.A.**

Workforce Innovation and Opportunity Act passed in signed in July, 2014. It replaces WIA effective July 1, 2015.

**Work Experience**

A planned and structured learning activity that takes place in a workplace setting for a limited period of time

**Work Readiness Skills Goal** Work readiness skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). Work readiness skills also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job.

**Youth Program RFP Budget Form Instructions**

Vendor Name: Enter the name of the vendor.

Program Period: Enter the program period in the MMDDYYYY to MMDDYYYY format.

**I. Funds Requested:** Funds being requested in the proposal

Category: The cost line items.

*Staff Positions:* List the title of all staff positions funded by the grant.

*Fringes:* List the fringe benefits provided to the staff.

*Operational Costs:* Those costs requested for the daily operation of the program.

*Rent:* Cost of space for the program.

*Communications:* Postage, telephone, and Internet cost.

*Utilities:* Those costs not associated with the rental of space, such as gas heat.

*Supplies:* Cost of office supplies and materials.

*Travel:* Cost of staff travel.

*Staff Development:* Cost of staff training which pertains to the WIOA or program activities

*Equipment:* Cost of real property purchased for the program, such as computers.

*Insurance:* Cost of liability or other insurance to cover the provider and/or clients.

*Advertisement:* Cost of placing newspaper, cable, radio ads to recruit youth.

*Staff Management:* Costs associated with the overall administration of the grant and program staff.

*Fiscal Management:* Costs associated with accounting procedures and fiscal control of WIOA funds.

*Miscellaneous:* Costs for various items such as printing and photocopying.

*Program Costs:* Those costs of goods or services which directly affect program design and clients.

*Tutoring:* Cost for basic skills instruction for youth clients.

*Assessments:* Costs for testing client skills.

*Occupational Training:* Costs for occupational skills training for clients.

*Mentoring:* Costs associated with placing youth with adult mentors.

*Counseling:* Costs for providing professional services to clients.

*Leadership Development:* Costs for purchase of training services or development of activities.

*Follow-up:* Costs associated with providing these services.

*Youth Stipends:* Cost of allowances paid to clients for participation in training services.

*W.E. Wages:* Cost of wages paid to clients.

*Work Readiness Training:* Cost of providing this training to all clients.

*Computer Literacy Training:* Cost associated with providing this training to all clients plus the cost of computer components used to build computers for each client.

*Supportive Services:* Costs of services that directly benefit clients, such as transportation.

Basis: The method used to determine the actual line item cost, some **examples** are:

*Staff Positions:* Three Service Coordinator salaries at \$65,000 a year.

*Fringe:* 18% of salary includes FICA and medical.

*Rent:* 2000 square feet at \$9.00 a square foot.

*Supplies:* \$1000 per year.

*Travel:* 8,000 miles at 30 cents per mile. 20

*Allowances:* 60 clients receiving a \$50 a week stipend for 20 weeks.

*Wages:* 60 clients earning \$6.00 an hour for a 10 week, 20 hour a week, work experience program.

*Supportive Services:* Subcontractor costs of \$12.50 per trip for client transportation.

*Total Amounts:* Enter the actual dollar amounts calculated from the basis column.

**II. In-Kind Funds:** Other funds being used to support program activities.

Description: Activities of the program paid for by other sources.

Source: Source of in-kind funds, i.e. Ohio Education Grant, etc.

Amount: Amount of the in-kind funds by source.

Cover / Signature Page  
Workforce Opportunity and Innovation Act 2015  
Request for Proposal Application Youth Work Experience

OhioMeans Jobs Warren County  
300 East Silver Street  
Lebanon, Ohio 45036

Bidder Name: \_\_\_\_\_

Street address: \_\_\_\_\_

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

City / State/ Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Person Authorized to represent the bidder:

Name:

Title:

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Total funds requested: \$ \_\_\_\_\_

Anticipated In-School Youth Funds: \$ \_\_\_\_\_, # of youth to be served: \_\_\_\_\_

Anticipated Out of School Funds : \$ \_\_\_\_\_, # of youth to be served: \_\_\_\_\_

Status:

Not for Profit \_\_\_\_\_ Corporation \_\_\_\_\_ Private For-Profit \_\_\_\_\_ School District \_\_\_\_\_

Unit of Government : \_\_\_\_\_ Educational Service Center: \_\_\_\_\_ Other: \_\_\_\_\_

Tax, Tax-Exempt, or non-profit number \_\_\_\_\_

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

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



Name of Service Provider \_\_\_\_\_

**BID QUOTATION SHEET**  
OhioMeansJobs Warren County's  
Workforce Innovation and Opportunity Act  
Youth Request for Proposal 2015

Proposal Deadline: Proposals must be received at the Warren County Board of Commissioners Office, 406 Justice Drive, Lebanon, Ohio 45036 no later than 10:30 AM EST on 9/23/15.

Bidder proposes to furnish OhioMeansJobs Warren County Youth Program services for a one (1) year period. Bidder certifies that the cost is in accordance with and specified in the contract documents and is at the following quoted prices.

**Price Quotation:**

Year One (1)

(on or about) February 1, 2015 through June 30, 2016 \_\_\_\_\_ estimated number of youth to  
be served

TOTAL DOLLAR AMOUNT REQUESTED FOR YEAR ONE:

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

**Youth Program RFP Budget (Attachment B)**

Vendor Name:

Program Period:

Funds Requested

Category	Basis	Total Amount
----------	-------	--------------

Staff Positions (reflect portion allocated to this project)


Fringes (reflect portion allocated to this project)


Total:

Operational Costs (reflect portion allocated to this project)

Rent		
Communications		
Utilities		
Supplies		
Travel		
Equipment		
Insurance		
Advertisement		
Staff Management		

Fiscal Management		
Miscellaneous		

Total:

**Youth Program RFP Budget**

Program Costs

Youth Stipends		
Work Experience Wages		
Work Readiness Training		

Total:

Youth Supportive Services Costs

Transportation		
Tools		
Clothing, uniforms, etc.		

Total

In-Kind Funds

Description	Source	Amount

Total

**CIVIL RIGHTS COMPLIANCE**

Vendor / Contractor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, sexual orientation, religion, national origin, ancestry, physical handicap, age, political affiliation or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

---

Signature of authorized representative

---

Name of Company

---

Date



**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_,  
(name of party signing affidavit) (title)

Being duly sworn, do depose and say:

That \_\_\_\_\_  
(name if individual or company)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

Seal

\_\_\_\_\_ Ohio \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

Form W-9

Please download Form W-9 from the following link:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**CERTIFICATE OF COMPLIANCE  
R.C. 3517.13(1)(3) and (J)(3)**

Contractor hereby certifies that neither Contractor, nor any one or more of the persons or entities described below, has/have made, within the two previous calendar years, one or more contributions to the holder of the public office having ultimate responsibility for the award of this contract/agreement, or to such public officer's campaign committee, totaling in excess of the following maximum amounts specified in R.C. 3517.13(I)(1) and R.C. 3517.14(J)(1)

Contractor Type	Maximum Contributions by Contractor
<ul style="list-style-type: none"> <li>• Individual, partnership or other unincorporated business, association (including, without limitation, a professional association organized under R.C. Chapter 1785), estate or trust</li> </ul>	<ul style="list-style-type: none"> <li>• \$1,000 by an individual or entity;</li> <li>• \$2,000 by any combination of individuals or entities.</li> </ul>
<ul style="list-style-type: none"> <li>• Corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code</li> </ul>	<ul style="list-style-type: none"> <li>• \$1,000 by an individual or entity;</li> <li>• \$2,000 by any combination of individuals or entities.</li> </ul>

For the purposes of this certification, Contractor includes:

If the Contractor is an individual, partnership or other unincorporated business, association (including, without limitation, a professional association organized under R.C. Chapter 1785), estate or trust

The individual;

- Any partner or owner of the partnership or other unincorporated business
- Any shareholder of the association
- Any administrator of the estate
- Any executor of the estate
- Any trustee of the trust
- The spouse, or any child seven(7) years of age through seventeen(17) years of age of any of the forgoing.

If the Contractor is a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code:

- The corporation or business trust;
- An owner of more than twenty percent (20%) of the corporation or business trust;
- A spouse of an owner of more than twenty percent (20%) of the corporation or business trust;
- A child seven(7) years of age through seventeen(17) years of age of an owner of more than twenty percent (20%) of the corporation or business trust

**Whoever knowingly makes false statement on this certification is guilty of felony of the fifth degree, and the contract to which this certification relates shall be rescinded.**

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

\_\_\_\_\_  
Contractor or Authorized Representative

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_



Contractor Type  
**CERTIFICATION OF NO FINDINGS FOR RECOVERY**

Attachment G (1/1)

The bidder hereby certifies that there are no unresolved Findings for Recovery of Public Funds issued against him / her / it by the Auditor of State of Ohio.

---

Name of Company

---

Signature of Representative of Vendor / Bidder

---

Date

PROPOSAL REQUIREMENTS CHECKLIST  
WIOA YOUTH PROGRAM PROC Attachment H (1/1)  
2015

- N/A Bid Bond or certified check, cashier check or money order (where applicable)
- Proposal Cover Sheet
- Bid Quotation Sheet
- Proposal Narrative
- Civil Rights Compliance Affidavit
- Delinquent Personal Property Affidavit-if applicable
- Non-Collusion Affidavit
- Form W-9
- Workers Compensation Insurance Certificate
- Certificate of Compliance
- No findings for Recovery Certificate
- Current certificate of liability insurance and commercial general liability insurance and guarantee the purchase of insurance limits of not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in the annual aggregate per occurrence to cover loss, liability or damage committed by agency or agency's agents or employees.
- Copy of valid business license or certificate of good standing as proof of incorporation and authorization to do business in Ohio (as issued by Ohio Secretary of State)-if applicable
- Copy of bidder's most recent annual report, financial statement, year end balance sheet or income statement

## WIOA Youth Services Proposal Evaluation Scoring Guide

All proposals meeting the minimum requirements will be reviewed against the following criteria:

### Scale Definitions

- 0 Not addressed
- 1 Mentioned but not explained
- 2 Some explanation, but little specific detail or details are inconsistent
- 3 Some specific detail, but still gaps
- 4 Clearly and thoroughly addressed

### **Demonstrated Ability and Experience**

Staff Qualifications	Criteria	Rating
	What is the minimum educational level of staff who will be participating in the project?	0 1 2 3 4
	What is the level of experience of staff in working with youth?	0 1 2 3 4
	What is the experience level or expected experience level of staff involved in the program in working with other youth service agencies?	0 1 2 3 4
	What are the educational levels and experience of fiscal staff who will be participating?	0 1 2 3 4

Agency 's Demonstrated Ability	Criteria	Rating
	Does the agency have delivery of service to youth as its primary focus?	0 1 2 3 4
	Does the agency have experience in tracking outcomes?	0 1 2 3 4
	Does the agency have a successful history of collaboration with other agencies/ programs ?	0 1 2 3 4
	What is the agency's experience in collaborating with local school systems?	0 1 2 3 4
	Has the agency demonstrated a low rate of staff turn-over?	0 1 2 3 4
	Does the agency have a demonstrated record of collaboration with local businesses?	0 1 2 3 4

### **Program Design**

Goals and Outcomes	Criteria	Rating
	Does the proposal clearly describe the strategy to retain youth in the program?	0 1 2 3 4
	Does the proposal clearly describe how employer relations have been and will be developed?	0 1 2 3 4

Attachment J

		0	1	2	3	4
	How will the program incorporate interaction with Economic Development agencies?	0	1	2	3	4
	How will the program interact with the OMJ Center?	0	1	2	3	4
	Is employability skills training incorporated significantly?	0	1	2	3	4

Program Accessibility	Criteria	Rating				
	Does/Will the planned geographic location of the program office lend itself to easy access for the majority of youth in the county?	0	1	2	3	4
	Is/Will the planned location of the program office be easily accessible to youth with handicaps?	0	1	2	3	4
	Do the planned hours of operation make staff easily accessible to youth?	0	1	2	3	4
	Is the planned location in a secure place?	0	1	2	3	4

### **Cost Reasonableness**

Cost Reasonableness	Criteria	Rating				
	All proposed expenditures are allowable costs and the bidder furnished a narrative which explains all costs itemized	0	1	2	3	4
	Does the proposal include a realistic budget for services provided?	0	1	2	3	4
	Is the cost per participant reasonable?	0	1	2	3	4
	Does the proposal describe the bidder's accounting procedures and accounting processes?	0	1	2	3	4
	Does the budget stay within the allocations available for the WIOA Youth program?	0	1	2	3	4
	Does the budget indicate a maximum 20% expenditure rate on in-school youth?	0	1	2	3	4
	Does the budget indicate an expenditure of a minimum of 80% expenditure on out of school youth?	0	1	2	3	4

Non-Duplication of Efforts	Criteria	Rating				
	Proposal does not include costs for services which would be available at no cost in the local community	0	2	4	6	8

WIA SUMMARY OF COMPLAINT RIGHTS

WIA complaint procedures are for program applicants/registrants, participants, Local Workforce Investment Areas (LWIAs) and their subrecipients/providers, labor unions/joint labor/management committees, community-based organizations or any individual or organization wishing to file a WIA-based complaint. Complaints must be reduced to writing. They may be filed by mail (regular or electronic) or in person by the Complainant or his/her authorized representative.

Matt Fetty  
Equal Opportunity Officer

513-695-3032  
Telephone

Tina Powell  
Alternate EO Officer

513-695-1178  
Telephone

Ohio Means Jobs Warren Co.  
LWIA grant recipient

300 E. Silver St. Lebanon, OH  
Address 45036

513-695-1130  
Telephone

**PROGRAMMATIC COMPLAINTS**

**LWIA grant recipient level:**

Persons who wish to file programmatic complaints have ONE YEAR from the date of the incident or alleged unfair treatment to do so. It is recommended, however, that a complaint be filed within TEN (10) DAYS of the incident/treatment. The Equal Opportunity Officer shall be available to provide assistance to the Complainant.

WITHIN TEN (10) CALENDAR DAYS of the filing of the complaint, an INFORMAL CONFERENCE will be held to attempt resolution of the complaint. If no resolution is reached, the Complainant will be given written notice of his/her right to REQUEST A HEARING.

WITHIN SIXTEEN (16) CALENDAR DAYS from the date the complaint was filed, the Complainant must provide a written REQUEST FOR HEARING. If any amendment(s) to the original complaint are needed, they must also be submitted, in writing, with the REQUEST FOR HEARING.

WITHIN THIRTY (30) CALENDAR DAYS of the filing of the complaint, a HEARING WILL BE CONDUCTED. The Complainant and Respondent shall be advised, in writing, of all procedural rights. (i.e., representation, presentation of evidence, witnesses, etc.)

WITHIN SIXTY (60) CALENDAR DAYS of the filing of the complaint, a written **decision** shall be

rendered by the Hearing Officer. The decision shall be mailed to the parties (Complainant and Respondent) by certified mail, return receipt requested. The decision shall include, but not necessarily be limited to the following:

- (1) the reason(s) for the decision;
- (2) a statement as to whether LWIA complaint procedures have been complied with; and,
- (3) notice of the right to request a review at the State Recipient Level (Ohio Department of Job and Family Services, Bureau of Civil Rights) when any party disagrees with any aspect of the local Hearing Officer's decision.

**State Recipient Level Review:**

Any party has TEN (10) CALENDAR DAYS from the date of receipt of the local Hearing Officer's decision or FIFTEEN (15) CALENDAR DAYS from the date on which the decision should have been received to request a review with the Ohio Department of Job and Family Services' Bureau of Civil Rights, 30 E. Broad Street, 37<sup>th</sup> floor, Columbus, Ohio 43215. The Bureau of Civil Rights reviewer may uphold the local level decision, in whole or in part, or may provide a hearing and final written decision within THIRTY (30) CALENDAR DAYS of the date of receipt of the request for review. Pursuant to the WIA regulations, this decision exhausts administrative remedies at the State Recipient Level.

If the results of the State Recipient Level Review have not been provided to both parties within THIRTY (30) CALENDAR DAYS of the request for review, or if either party is dissatisfied with the results of the review, a complaint may be filed with the Secretary, U. S. Department of Labor, Washington, DC 20210, ATTN: Assistant Secretary for Employment and Training (ASET).

**DISCRIMINATION COMPLAINTS**

Any person who believes that he/she has been subjected to unlawful discrimination may file a complaint. It is unlawful for WIA-funded programs to discriminate against any person or class of individuals because of race, color, religion, national origin, sex, political affiliation or belief, age, disability or (for beneficiaries only) citizenship status, as a lawfully admitted immigrant, authorized to work in the United States. It is also unlawful to discriminate against individuals on the basis of their WIA participant status.

A complaint must be filed within 180 DAYS of any alleged discriminatory act or treatment. Only the Director of the USDOL Civil Rights Center, for good cause shown, may extend the filing time limit.

Discrimination complaints may be filed in the following ways:

- A complaint may be filed with the Ohio Department of Job and Family Services' Bureau of Civil Rights. The Bureau is located at 30 East Broad Street, 37<sup>th</sup> floor, Columbus, Ohio 43215, toll-free phone: 1-866-BCR-ODJF (227-6353). BCR will conduct an investigation of the complaint and issue its **Notice of Final Action** within NINETY (90) DAYS of

receipt of the complaint, with applicable appeal rights. The LWIA Equal Opportunity Officer shall provide assistance to the Complainant, as needed. **or**

- A complaint may be filed directly with the U. S. Department of Labor, **Civil Rights Center. CRC** is located at 200 Constitution Avenue, N. W., Room N-4123, Washington, DC, 20210. Their phone number is: (202) 693-6500. If the Complainant chooses the federal process, the complaint is to be sent *directly* to the Civil Rights Center.

Complainants shall be offered a choice of having their allegations addressed through the customary investigative process or through **Alternative Dispute Resolution (ADR)**. More information on this is available from the ODJFS Bureau of Civil Rights.

#### ***FRAUD, ABUSE OR CRIMINAL ACTIVITY***

*All information and/or complaints alleging program fraud, abuse or criminal activity are reported directly and immediately to the U. S. Department of Labor, Office of Inspector General, Room S5514, 200 Constitution Avenue N.W., Washington, DC, 20210. The OIG Hotline phone number is: 1-800-347-3756.*

#### ***EQUAL OPPORTUNITY IS THE LAW***

*It is against the law for this recipient to discriminate on the following bases: Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998(WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access to, any WIA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.*

#### ***What to Do if You Believe You Have Experienced Discrimination***

*If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U. S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that*

*Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you file your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.*

---

If you have questions regarding your rights, you may contact your local Equal Opportunity Officer or the ODJFS Bureau of Civil Rights.

I hereby acknowledge that I have received this summary of rights and the recipient's equal opportunity/nondiscrimination policy statement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Program/Activity

\_\_\_\_\_  
Relationship to Program  
(Applicant, Registrant, Participant, Other)

\_\_\_\_\_  
Signature of EO Officer or Designee

(Revised: 10/07)



**Warren County Board of Commissioners  
on behalf of  
OhioMeansJobs Warren County**

**Purchase of Service Contract**

**SERVICES TO BE PROVIDED**

The purpose of this exhibit is to describe the scope and content of OhioMeansJobs Warren 's Investment Act (WIA) /Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Youth Program Services ("Program") to be provided under the contract by and between the Board of County Commissioners of Warren County through and on behalf of the OhioMeansJobs Warren County (OMJWC) and \*\*\*\*\* ("Provider"). The Provider agrees to supply the services as outlined below:

1. Provider shall furnish services through Provider's Program identified as Youth Program, (hereafter identified as "Warren County Youth Program"). Provider shall perform the required services as described in the OhioMeansJobs Warren County WIA / WIOA Youth Program Request for Proposal issued July, 2015 which is based upon the requirements of the WIA 1998 and the WIOA 2014 legislation and the WIA Final Rules as established in the Federal Register, 20 CFR Part 652. The agreement between OMJWC and Provider is spelled out in this contract, its exhibits, and attachments and shall incorporate the terms, conditions and requirements of the RFP, the Provider's proposal, and all other agreements that may be reached.
2. Provider shall secure and maintain staffing (\*\*language will be inserted listing staffing levels as outlined in response\*\*) Provider certifies that upon hire and during their service for Provider, all staff shall be fully trained and qualified to perform duties as described.

Provider shall complete criminal record checks on all employees and volunteers who provide direct services to youth clients. Provider shall obtain a conviction record check processed through the Bureau of Criminal Identification and Investigation (BCII). A BCII report shall be dated within one (1) month of the date an employee is hired to be considered current. Provider shall complete a national background check through the FBI for all employees and volunteers who provide direct services to clients and who have not lived continuously in the State of Ohio for the past five years.

3. OMJWC authorizes Provider to subcontract services agreed to in this contract. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractors. Provider shall certify that all persons performing services

through a contract basis will be fully trained and qualified to perform Warren County Youth Program services. All subcontractors are under contract to the Provider only. OMJWC is neither a party to nor a guarantor of any contract between the Provider and any subcontractors. OMJWC assumes no liability under any agreement to which it is not a signer.

Provider shall secure and maintain Warren County Youth Program services not provided directly by program staff, through subcontract basis as needed. Provider shall submit, a copy of any and all subcontract agreements to OMJWC that pertain to services being provided in this contract.

The Provider hereby agrees to seek and obtain approval of OMJWC for the use of any sub-contractor prior to use of that sub-contractor for services to be provided under this agreement. Agencies/Persons approved for subcontracting to provide contract services or programs shall include, without limitation, the following:

- a. (\*\*listing of any subcontractor identified in the response\*\*)
4. Through Warren County Youth Program Provider shall manage the provision of youth work experience activities and services for the targeted population of youth who are ages 16 to 24 and are who are identified as in-school youth, who are currently enrolled in- school and out-of-school youth, who are youth that are out-of-school due to having completed secondary school but are basic skills deficient, unemployed, underemployed, or youth who have dropped out of school. The out of school population shall also include those youth identified through criteria outlined in WIOA Sec. 129(a)(1)(B). Provider shall support the vision of OMJWC and Area 12 by focusing program services for out-of-school youth that connect these youth with identification of a career path and preparation for entry into employment and high quality education including literacy, High School Diploma, or GED attainment. Provider shall further support the priorities of the Area 12 Youth Committee and OMJWC by focusing resources and implementing activities that will assist in-school youth to stay in school.
  5. Provider is responsible for all management of aspects of the Warren County Youth Program identified in its request for proposal (RFP) issued **January 4, 2016** including, but not limited to: compensation and benefits for employees directly related to services outlined in the RFP, administration of all funds awarded under this proposal, including those issued for payment to subcontractors; cooperation with OMJWC and the Area 12 Youth Committee in the implementation of the program; collaboration with Warren County agencies who provide services which are readily accessible to the youth to be served; oversight and monitoring of all subcontractors to this agreement, collaboration with organizations identified in the Provider's proposal, targeting services to youth in the eligible population, program design and implementation, staff development to ensure that the Provider meets

outcomes.

6. **Outreach & Recruitment:** Recruitment of eligible youth for the youth program will be a joint effort between the Provider and OMJWC youth staff

Provider proposes to serve \*\*\*\*\* in-school youth per year, and \*\*\*\*\* out-of-school youth per year.

During recruitment efforts, Provider shall identify out-of-school youth applicants who are interested in work experience as well as eligible in-school youth.

7. **Eligibility Determination:** An eligibility determination must be conducted for each youth before enrollment into the program. Eligibility determination will be made by trained OMJWC staff. Eligible individuals will be referred to the Provider, based upon the Individual Service Strategy.

**Framework:** Framework activities are defined as intake, suitability, and eligibility determination, objective assessment and development of an Individual Service Strategy. This will be performed by OMJWC staff.

8. **Program Elements:** The WIOA Act requires that certain program elements be provided through the Program Provider, through subcontractors, or through the Provider's referral efforts. **One of the mandated elements is Work Experience and** shall be rendered to youth participants based on the need for this service contained in their ISS. It is agreed that the Provider shall provide the following element as a part of this agreement:

- **Paid and unpaid work experiences\*** that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
  - Summer employment opportunities and other employment opportunities available throughout the school year
  - Pre-Apprenticeship programs;
  - Internships
  - Job Shadowing
  - On-the job training opportunities

\*20% of the program funds must be expended on some type of work experience activity.

9. **Compensation:** \*\*\* will be compensated for providing the previously mentioned service as follows:

\*\*\*\*\* will be reimbursed under this agreement for the services provided up to a maximum of \$\*\*\*\*\*.

\*\*\*\*\* will invoice OhioMeansJobs Warren County by the 15<sup>th</sup> of the month following the month in which services were incurred or the month in which all services were completed. For reimbursement to occur, all requests incurred by \*\*\*\*\* under this agreement must have supportive documentation. Such documentation shall include, but not be limited to, copies of class schedules, sign-in sheets or any documentation showing dates and times when training was taking place. Request for reimbursement should indicate the unit of service (class cost, hours worked and rate of pay per hour, etc.) and number of units for which OMJWC is being billed.

Payments made to \*\*\*\*\* will be for actual services provided under this agreement and documented, as well as time spent in activities in direct support of the stated services. These activities need to be thoroughly documented and documentation attached to invoices.

- 10 **Location:** OMJWC Youth Work Experience office will be located at (insert location indicated by Provider). The Provider assures that the location is accessible to those with handicaps, is a safe environment and can be easily accessed by a majority of the identified youth population of Warren County.

The Provider will work closely with OMJWC staff to play an active, substantive role in operations to include without limitation, taking opportunities to inform OMJWC staff and partners about Provider staff and youth activities, to learn about One Stop Partner's Programs and services to help youth participants connect to appropriate One-Stop services, to promote communication, collaboration, and coordination with OMJWC staff and partner staff, to furnish a variety of program services.

11. **One Stop System:** Provider shall provide youth participant's exposure to the One-Stop Delivery System at OhioMeansJobs Warren County.

- 12 **Reporting:** Pursuant to WIA/WIOA all state and direct grantees of Department of Labor employment and training programs must collect and report information on all program participants. To assist the OMJWC in reporting youth performance information to the Ohio Department of Job and Family Services (ODJFS), and to ensure that Provider efforts contribute to the achievement of local long term goals and WIA performance, the Provider agrees to report data relating to specific program performance outputs and outcomes to OMJWC.

The following chart outlines the planned performance measures and program outputs and outcomes proposed in the proposal received for WIA Youth Services, as agreed upon and between OMJWC and the Provider. WIOA Performance standards have not yet been developed. However, many of the youth served under this agreement will be evaluated using the WIOA standards.

The Performance Measures and Outcomes in the chart below are for in and out of school youth for youth funded through WIA (not WIOA) funds. (WIOA standards are in development.)

Performance Measure	Definition	State Standard
Placement in Employment of Education	<p><i>Of those who are not in post-secondary education or employment at the date if participation:</i></p> <p>Numerator: The number of youth who are in employment (including military) or enrolled in post-secondary and / or advanced training / occupational skills training in the first quarter after exit quarter</p> <p>Denominator: Number of youth participants who exit during the quarter</p>	67%

- 13 **Timely Reporting:** Provider shall be responsible for providing information to OMJWC staff for input into OWCMS in a timely manner. Provider shall be responsible for reporting to OMJWC all changes to the status of each participant enrolled and or exited and to track and relate outcomes for: reporting of outcomes for skill goals; service completion, completion of specific training courses and services; credential completion and employment outcomes supported by appropriate and creditable documentation.
- 14 **Files:** Provider shall retain and maintain current hard copy client files. Client files shall contain the a copy of the ISS, assessments, evaluations, referrals for services, case management notes, and all client documentation deemed necessary to support delivery of program services as furnished by Provider.
- 15 **Meeting:** Provider’s Program Manager and other staff, as necessary, shall meet with OMJWC Youth staff on a quarterly basis, at a minimum. Meetings will be conducted at a location mutually agreeable to Parties, during regularly scheduled office hours, for the purpose of examining and discussing current client records to determine the appropriateness of continuing participation or exit from Provider activities.
- 16 **Quarterly Reports:** Provider shall submit quarterly reports to the OMJWC staff for submission to the Area 12 Youth Committee containing information to include, at a minimum, a statistical report of the number of youth served, the number of new youth served, a breakdown of participation in the program elements identified in the RFP, the target number of in-school and out-of-school youth, and a narrative summary of the quarter’s recruitment efforts, education/employment results, and Program activities.

- 17 **Termination:** Either party may terminate this agreement by thirty (30) days prior written notice to the other party.

This agreement may be terminated immediately in the event there is a loss of funding, disapproval by Federal and/or State agencies, or upon discovery of non-compliance with any State and / or Federal rules or regulations.

18. **Media Relations, Public Information and Outreach:** All media relations, public information and outreach must be coordinated with the OMJWC. This includes contact with the business community, other service providers and potential customers on information related to the above stated instructional program. This coordination is required in order to have a uniform and unified marketing effort.

Assurances and Certifications:

**A. *Equal Employment Opportunity:***

The parties agree that in the performance of this agreement or in the hiring of any employee for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, sex preference, age, handicap, national origin, Vietnam-era veteran's status or ancestry, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which this agreement relates.

**B. *Confidentiality of Information:***

The parties agree that they shall not use any information, systems or records made available to either party for any purposes other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party or the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement.

**C. *Compliance with Federal and State Laws, Rules and Regulations:***

The parties agree to comply with all Federal and State laws, rules, regulations and auditing standards which are applicable to the performance of this agreement. \*\*\*\*\* 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 \*\*\*\*\*'s performance of this agreement.

**D. *Records Retention***

\*\*\*\*\* will maintain and preserve all financial and services provided records related to this agreement, including any other documentation used in the administration of this program, in its possession for the period as detailed in the County Records Retention Rules. \*\*\*\*\* will assure the maintenance of such records and other documentation in the possession of any third party performing work related to this agreement for a like period of time, unless otherwise directed by the OMJWC.

If any litigation, claim, negotiation, audit or other action involving the records is commenced before the expiration of the County Retention Rules time period, the Extension shall retain the records until completion of the action and all appeals which arise from it.

**E. *Modification:***

This agreement can be modified by either party with the concurrence of the other party. No modification or amendment of any provisions of this agreement shall be effective unless made by written instrument, duly executed by the party to be bound thereby, which refers specifically to this agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

**F. *Resolution of Disputes***

The agencies agree that the Director of the OMJWC and the Project Director for \*\*\*\*\* will resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this agreement. In the event that the dispute cannot be resolved, it will be referred to the Warren County Board of Commissioners and the President of \*\*\*\*\*.

**G. *Drug-Free Workplace***

By executing this agreement, \*\*\*\*\* certifies and affirms that, as applicable to \*\*\*\*\* and OMJWC, any subcontractor and/or independent contractor, including all field staff associated with the project, agree to comply with all applicable State and Federal laws regarding a drug-free workplace. \*\*\*\*\* shall make a good faith effort to ensure that \*\*\*\*\* staff, 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.

**H. *Insurance:***

\*\*\*\*\* shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall



provide proof of compliance with this condition. \*\*\*\*\* shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the \*\*\*\*\* in connection with the services rendered pursuant to this agreement.

#### ***I. Assignment***

Neither party shall assign any of its rights or delegate any of its duties under this agreement without the consent of the other.

#### ***J. Partial Invalidity***

Should any portion of this agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this agreement shall remain in full force and effect unless modified or terminated pursuant to any other section of this agreement.

#### ***K. Maintenance of Effort and Duplicate Billing***

\*\*\*\*\* certifies that the services provided by them are not available on a non-reimbursable basis. \*\*\*\*\* warrants that claims made to OMJWC for payment of services provided shall be for actual services rendered to eligible individuals and further warrants not to duplicate claims made by \*\*\*\*\* to other sources of public and/or private funding for the same service.

#### ***L. Purchase of Equipment***

All equipment purchases over \$1,000 need to be approved by OMJ WC. All purchases of equipment authorized by OMJ WC for the performance of this agreement must be transferred to OMJWC when the purchased items are no longer needed to carry out the work under this agreement or a succeeding agreement. If \*\*\*\*\* wishes to retain the equipment, at OMJWC's discretion, the appropriate residual value may be withheld from the final month's payment.

#### ***M. Hold Harmless***

\*\*\*\*\* will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Provider, its agents, employees, licensees, contractors or sub-contractors (b) the failure of the Provider, its agents, employees, licensees, contractors or sub-contractors, to observe the applicable standards of care in providing services pursuant to this Contract; and (c) the intentional misconduct of the its agents, employees, licensees, contractors or sub-contractors that result in injury to persons or damage to property.



**Alternate language for public entities not legally able to sign Hold Harmless clauses:**

To the extent permitted by law, \*\*\*\* agrees to be responsible for any liability directly relating to any and all acts of negligence by \*\*\*\*. To the extent permitted by law, OMJWC agrees to be responsible for any liability directly relating to any and all acts of negligence by OMJWC.

***N. Entire Agreement***

This agreement contains the entire agreement between \*\*\*\*\* and OMJWC with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements, or otherwise, not herein contained shall be of any force or effect.

*Signature Page*

**Warren County Board of Commissioners:**

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\*\*\*\*\*, **President**

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**Date**

**Provider:**

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**President/CEO/Superintendent or Designee**

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**Date**

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**Printed Name and Title –**

**Approved as to form:**

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**Keith Anderson, Assistant Prosecuting Attorney**