# REQUEST FOR PROPOSALS for

# COMPREHENSIVE CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) YOUTH EMPLOYMENT AND EDUCATIONAL SERVICES

funded through the

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

**MEDINA COUNTY, OHIO** 

STATE FISCAL YEAR 2017 7/01/16- 6/30/17

(Renewal option: 7/01/2017-06/30/2018)

## **ISSUED BY THE**

SUMMIT-MEDINA WORKFORCE DEVELOPMENT BOARD

Due by 10:00AM Eastern Time TUESDAY, MAY 31, 2016

**ELECTRONIC SUBMISSIONS ONLY** 

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#### INTRODUCTION

The Summit County and Medina County Boards of Commissioners have established the Summit-Medina Workforce Development Board (WDB) to carry out workforce services for job seekers and businesses in the local area. One such service is providing educational, training, employment, and other related services to young persons.

In Ohio, youth services are provided under the umbrella of the Comprehensive Case Management and Employment Program (CCMEP) that is funded with both Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance for Needy Families (TANF) moneys.

The WDB is releasing this Request for Proposals (RFP) for the <u>WIOA portion of the CCMEP</u> for the period of July 1, 2016 through June 30, 2017, with a possible one-year extension based on performance.

Proposed youth services are required to provide comprehensive education, employment preparation, and work experience through a skills-based design to eligible in-school youth ages 14-21 and out-of-school youth ages 16-24. (Please refer to <a href="https://www.doleta.gov/wioa/">https://www.doleta.gov/wioa/</a> for additional information on WIOA.)

In addition to Local, State, and Federal WIOA rules and regulations, proposed youth services and activities will also be subject to the State's rules for the CCMEP as issued under Ohio Revised Code (ORC) as well as the Medina County CCMEP Plan that will be published by the Lead Agency<sup>1</sup> on or about May 31, 2016.

#### ELIGIBLE RESPONDENTS

WDB seeks responsive proposals from organizations, including for-profit, non-profit, educational institutions, and community- and faith-based entities, with demonstrated experience working with youth. Organizations applying for a contract under this service area must have experience in the operation of a Workforce Investment Act (WIA) and/or WIOA Youth Program, and/or Temporary Assistance for Needy Families (TANF) Summer Youth Program The submitted proposal must demonstrate this experience through the responses to questions found throughout this RFP packet.

#### PARTICIPANT OUTREACH AND CONFIDENTIALITY

#### **Outreach**

The selected Provider will be responsible for outreach efforts associated with the recruitment of potentially eligible youth participants. Provider will determine eligibility and maintain required documentation/records to support the eligibility. For more information about youth participant eligibility refer to **Attachment H - Exhibit B.** 

id(265)&maxChildrenInLevel=100&version=8.0.0f for additional information on CCMEP.)

<sup>&</sup>lt;sup>1</sup> The Medina County Department of Job and Family Services (MCDJFS) functions as the CCMEP Lead Agency. (Please refer to http://emanuals.odifs.state.oh.us/emanuals/GetTocDescendants.do?nodeld=%23node-

#### **Confidentiality**

Since many participants in this program will be under age 18, their records are to be held in confidentiality under Ohio law. The Provider must assure that participant confidentiality will be maintained.

#### PROPOSAL INFORMATION

#### Funding

At the time of issuance of this RFP, the actual WIOA Youth Funding for Medina County is not known. Respondents should use the estimate provided below in determining the breadth and level of services to be be provided. Once local funding is known, the WDB will negotiate the actual contract with the awarded Provider.

#### Estimated WIOA Funding Figure for SFY 2017 - \$250,000.

Of the WIOA funds available, at least 75% must be expended for out-of-school youth activities. Additionally, at least 20% of the funding must be expended for paid and unpaid work experiences that include academic and occupational education, including summer and year-round employment, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. Administrative/indirect costs are limited to 7.5% of the total budget.

Actual funding is contingent upon the State's final allocation and WDB reserves the right to adjust the contract award accordingly at anytime during the RFP process and during the contract year(s) in order to meet funding and service levels.

#### **Contract Type**

A cost reimbursement contract will be negotiated with the awarded Provider serving as a "sub-recipient". As a point of information a sub-recipient Provider has the following characteristics:

- Provider determines eligibility
- Provider has performance measured against federal program objectives
- Provider is responsible for programmatic decisions
- Provider is responsible for federal program compliance requirements
- Provider uses federal funds to carry out its own program

#### Renewal

The resulting contract will provide an option for a second year renewal. Such option will be determined by the WDB based on the awarded Provider's performance outcomes of the initial contract and mutual agreement on funding and service levels for the second year.

#### **Conflict of Interest**

The awarded Provider will be required to sign Assurances (Attachment L) which includes a section on Standards of Conduct. These items, including specific references to conflicts of

interest will be incorporated into the contract. Respondents are encouraged to visit <a href="http://ethics.ohio.gov/education/overview.shtml">http://ethics.ohio.gov/education/overview.shtml</a> for an understanding of Ohio's ethics law.

#### **Questions**

Questions related to the RFP packet must be submitted by email to Mr. Bill Hanigan at BHanigan@medinacountyworks.com by 4:00PM Eastern Time on May 19, 2016. Responses will be posted on the OMJ - Medina County website www.medinacountyworks.com.

#### PROPOSAL FORMAT

#### **Standardized Format**

In order for the WDB to evaluate all received proposals fairly and completely, Respondents must follow the RFP format set forth herein and provide all of the information requested for each section.

Only <u>EMAILED</u> proposals submitted in the required standardized format will be accepted. Proposals that do not adhere to the following format requirements are considered non-responsive and will be disqualified from the review process and therefore funding consideration.

#### **Completed Proposal**

Proposals must contain the following sections:

- A. Proposal Signature Sheet (Cover Page)
- B. Provider Contact Information Worksheet
- C. Proposal Table of Contents
- D. Organization Description
- E. Program Description
- F. Position Descriptions
- G. Evaluation and Monitoring Procedures
- I. Requested Attachments
- J. Appendix (includes required forms)

#### PROPOSAL PROCEDURE

#### **Proposal Submission**

Proposals must be **EMAILED** to the following address:

Mr. Bill Hanigan at BHanigan@medinacountyworks.com

#### **Proposal Receipt**

Only proposals received by 10:00AM Eastern Time on May 31, 2016 will be reviewed and considered for funding. Proposals received after the due date and time will not be considered. This requirement will be strictly enforced.

The WDB will issue an acknowledgement email to the Respondent within 24 hours of receipt of the emailed proposal.

#### **Proposal Acceptance**

Accepted proposals will be read and evaluated by a Review Team to be named by the WDB. The Review Team will evaluate each proposal that is received by the required due date and time. It will award points based on the Respondents' responsiveness to the required elements. Total possible point values are as follows:

| Organization Description      | 5 points  |
|-------------------------------|-----------|
| Program Description           | 50 points |
| Position Descriptions         | 5 points  |
| Evaluation & Monitoring Tools | 15 points |
| Budget                        | 25 points |

100 points Total

To be considered for funding, a proposal must receive at least 70 points. If no proposal adequately addresses the services and outcomes requested, the WDB may recommend that no award be made.

Additionally, as part of the evaluation process, the Review Team will also evaluate whether the Respondent provided (or did not provide) all required attachments and appendices. Notwithstanding an acceptable score from the points awarded above, the WDB may deem a proposal as non-responsive if all required attachments and appendices are not provided.

If recommended for funding, a Respondent will receive notice regarding submission of a final budget and any related program adjustments. The Respondent may also be asked to attend a panel interview and to submit any subcontracts that may be used to deliver services. A Respondent may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.

As this contract will be funded with WIOA funds, the selected proposal must be approved by the WDB before its submission to the Summit-Medina Regional Council of Governments for its approval. Upon the completion of the approval process, the organization will be contacted to review and sign a Purchase of Service Agreement.

#### Proposal Rejection/Appeals

A Respondent may not be recommended for funding regardless of the merits of the proposal submitted, if they have a history of contract non-compliance and/or poor past or current contract performance with the Counties of Summit or Medina, or any other funding source. If a proposal is rejected, written notice will be given. Respondents may appeal the decision. The appeal and subsequent protest must be relevant to the RFP process.

The following steps must be adhered to when preparing an appeal:

- 1. Proposing agency must submit a written protest to WDB within five (5) days of being notified that the proposal was not selected.
- 2. The written protest should include:
  - a. Name, address, telephone number and fax number of protestor
  - b. Signature of protestor
  - c. Name of RFP
  - d. A detailed statement of the legal and factual grounds of the protest and the form of relief requested.

The appeal will be forwarded for consideration and response. The written protest must be mailed to:

Mr. Jon Miller, Chair of the Summit-Medina Workforce Development Board c/o Bill Hanigan, Medina County County Workforce Development Center 3721 Pearl Rd
Medina. OH 44256

#### Withdrawals/Corrections

A submitted proposal may be withdrawn prior to the proposal due date. Mistakes discovered before the proposal deadline may be modified or withdrawn by written notice. No corrections shall be made after the proposal due date. A written request to withdraw the proposal must be emailed to Mr. Bill Hanigan at BHanigan@medinacountyworks.com.

#### **Conditions**

- This RFP does not commit the WDB and/or the Summit-Medina Regional Council of Governments to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or to contract for services or supplies.
- Purchases or contracts made by the Respondent, made in anticipation of funding hereunder, repayment of any disallowed cost, and delivery of services are solely the responsibility of the Respondent.
- WDB reserves the right to accept or reject any or all proposals received in response to the RFP.
- The RFP solicitation may be canceled and any proposal may be rejected in whole or in part when it is in the best interest of the WDB Notice of cancellation shall be sent to all entities which submitted a proposal.
- All organizations submitting proposals must agree to operate programs in compliance with all federal, state, and local guidelines.
- All proposed programs and services must have the flexibility to increase or decrease the proposed number of persons to be served, based upon funding regulations.
- The awarded Provider agrees to accept full responsibility for payment of all unemployment compensation, contributions or reimbursements, insurance premiums, all income tax deductions, social security deductions and any and all other employee taxes and payroll accounting required for all employees and those youth on paid work experience.
- The awarded Provider agrees to hold the WDB, its officers, agents and staff, and the Summit-Medina Regional Council of Governments harmless from any and all liabilities or

claims caused or resulting from the Provider's obligations for activities described in their proposal.

#### **Communications**

In order to assure that the proposal review/evaluation process is conducted in a fair and competitive manner for all potential Providers, any ex-parte communication between any Respondent and any WDB member, Review Team member, Regional Council of Governments member, or other person serving as a proposal evaluator is prohibited. Violation of this provision may disgualify the Respondent from further consideration.

#### **BUDGET PREPARATION CONSIDERATIONS**

The budget packet, including forms and instructions, is included within this RFP. Respondents are allowed to develop and submit excel spreadsheets that mirror the RFP budget documents.

In addition to the forms, Respondents are also required to complete a **Budget Narrative** describing the line items included within the budget. Completion of a narrative provides the opportunity to explain the costs associated with operating the proposed program and may alleviate the need for additional requests and/or revised budgets during the review process. **WDB reserves the right to reject an entire proposal packet if a Budget Narrative is not included.** 

- 1. The budget is to be a clear reflection of the costs associated with operating the proposed program.
- 2. In-kind costs/donated services are not reimbursable as a direct or indirect cost.
- 3. All figures entered on the budget must be rounded to two decimal places.
- 4. The budget should reflect both the portion WDB is being asked to fund and the portion funded by other entities. If the proposal is accepted, funds and service levels may be negotiated. Having other sources of funding for the proposed program(s) is crucial to ensuring continuous delivery of said services upon expending the contract funds.
- 5. Indirect Costs shall not exceed seven and half percent (7.5%) of the total cost of the program.
- 6. At least seventy-five percent (75%) of funds must be expended on out-of-school youth activities.
- 7. At least twenty percent (20%) of funds must be expended on paid and unpaid work experiences that include academic and occupational education, including summer and year-round employment, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. This includes staffing costs directly related to the work experience of youth participants.

#### **Cost Reimbursement**

Contracts awarded under this RFP will be compensated on a **cost reimbursement basis** in accordance with WDB billing policies. To receive reimbursement the awarded Provider must comply with applicable federal regulations and child labor laws. The WDB may withhold payment or make a partial payment for the Provider's failure to meet contract performance goals and program responsibilities.

#### **Staffing**

The successful Respondent will demonstrate the ability to provide staff possessing the necessary knowledge, skills and abilities to serve the identified youth population as well as the employer and education communities.

#### **Financial Management Requirements**

The financial management system of the Provider receiving an award must produce federally required reports that are uniform in definition, accessible to authorized federal, state and local staff for monitoring, audit, program management, and evaluation. The

Provider's financial system shall adhere to fiscal control and accounting procedures that are in accordance with generally accepted accounting principles, including:

- 1. Information pertaining to the awards, obligations, unobligated balances, assets, expenditures and income
- 2. Effective internal controls to safeguard assets and assure their proper use
- 3. A comparison of actual expenditures with budgeted amounts
- 4. Source documentation to support accounting records
- 5. Proper charging of costs and cost allocation

The Provider's financial system shall provide fiscal control and accounting procedures that are sufficient to:

- 1. Permit preparation of required reports
- 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of applicable restrictions
- 3. Permit the tracing of program income, potential stand-in costs and other funds
- 4. Include costs in the budget for materials/supplies needed by youth participants

#### **Cost Principles and Allowable Costs**

- 1. For information regarding what constitutes allowable expenditures when funding is received from Federal sources, please refer to OMB circular A-87, which may be accessed via the internet at: http://www.whitehouse.gov/omb/circulars a087 2004, 29CFR parts 95 and 97 uniform administrative requirements, circular A-133 audit requirements, circular A-133 audit requirements, circular A-122 cost principles for nonprofit organizations.
- 2. Providers must adhere to Code of Federal Regulations (CFR) administrative requirements 29CFR part 98 debarment & suspension, 29 CFR part 93 drug-free workplaces, 29 CFR part 93 lobbying, 29 CFR 31.2(h) nondiscrimination, 667.200 nepotism and 667.200 information technology. For federal sources, please refer to the Code of Federal Regulations internet on the http://www.gpo.gov/fdsvs/browse/collectionCfr.action?collectionCode=CFR.
- 3. Funding for this program is received from the State and Federal governments. The State allocates these funds to the counties who then may choose to enter into Purchase of Service Agreements. The Federal government defines what may be included in the proposal's budget as an allowable expense. For information regarding what constitutes allowable expenditures when funding is received from Federal sources, please refer to the following documents that are considered critical literature on Federal Grants management.

# A. PROPOSAL SIGNATURE SHEET

# REQUEST FOR PROPOSALS Youth Employment and Educational Services for Medina County PLAN YEAR 2017

| Name of Proposing Organization/Firm (legal name and dba's)   |  | Federal ID #  |
|--|--|---|
| Address of Proposing Organization /Firm  |  | City/Zip Code   |
| Name of Person Preparing Proposal  | Phone Number   | Fax Number  |
| Organization/Firm Web Site Address   |  | Preparer's email  |
| Workers' Compensation and Unemploym  | ent Insurance Account #  | t's   |
| Proposed Program(s):   |  |   |
| Total Amount of this Proposal Reques   | st: \$   |   |
| Assurances: I hereby attest that I have reviewed the content and cost. I further attest that accurate and complete and is based have the authority to commit the organized by all of the conditions and assurance proposal be accepted, this organization RFP and the WDB's general contract to the conditions are conditions are contract to the conditions are conditions are contract to the conditions are conditions are conditions are conditions are conditions. | at the cost and price on current available day anization/firm to submurances implied or recon is willing to comply terms and conditions. | information submitted is ata. I further assure that I nit this proposal and will juired herein. Should this with all provisions of this |
| SIGNATURE OF AUTHORIZED CHIEF EXE  | CUTIVE OFFICER OF OR   | GANIZATION/FIRM:  |
| Name & Title (in blue ink)   |  |   |
| Printed Name & Title   |  | Date  |
| Phone Number   |  | e-mail address  |

## **B. PROVIDER CONTACT INFORMATION WORKSHEET**

Information entered on this worksheet populates the WDB contract Provider database. Only complete this worksheet for the proposed program, not all programs offered by the vendor.

| Provider Organization                      | Information            |         |              |                 |  |
|--|------------------------|---------|--------------|-----------------|--|
| Vendor Name                                |                        |         |              |                 |  |
| Federal ID #                               |                        |         |              |                 |  |
| Street Address                             |                        |         |              |                 |  |
|  | City:                  |         | State:       | Zip Code:       |  |
| Phone Number                               | Fax Number             |         |              |                 |  |
| Web Address                                | http://                | http:// |              |                 |  |
| Agency Hours                               |                        |         |              |                 |  |
| Service Days & Hours                       |                        |         |              |                 |  |
| Description of services proposed/purchased |                        |         |              |                 |  |
| # of Persons to be served in the Proposal: | WIOA In-School:        |         |              |                 |  |
| Provider Staff<br>Information              | Administrative Contact | Fin     | ance Contact | Program Contact |  |
| Salutation                                 |                        |         |              |                 |  |
| First Name                                 |                        |         |              |                 |  |
| Last Name                                  |                        |         |              |                 |  |
| Job Title                                  |                        |         |              |                 |  |
| Telephone & Ext                            |                        |         |              |                 |  |
| Fax  |                        |         |              |                 |  |
| Email                                      |                        |         |              |                 |  |
| Address (street)                           |                        |         |              |                 |  |
| City                                       |                        |         |              |                 |  |
| State                                      |                        |         |              |                 |  |
| Zip Code                                   |                        |         |              |                 |  |

#### C. TABLE OF CONTENTS

Please provide a Table of Contents that clearly illustrates each proposal section and the page on which the section begins.

#### D. ORGANIZATION DESCRIPTION

This section of the proposal is a description of the proposing organization. Be very specific and detailed in addressing required information.

- 1. Briefly and concisely state the organization's overall purpose as defined in its Articles of Incorporation, including its classification such as public, private, corporation partnership, not for profit, etc.
- 2. Describe the organization's governing structure and years in operation.
- Indicate incorporation status for tax purposes. If the organization is incorporated under one name, but does business under another, then clearly state all names and include the Federal Identification Number associated for each.
- 4. List all current programs offered by the organization.
- 5. Specify all holiday (e.g. New Years, Christmas, etc) the organization observes. Provide a schedule of all days the organization does not provide service.
- 6. Program facilities and services must comply with the Americans with Disabilities Act (ADA). Provide verification the organization complies with ADA regulations. Describe if any changes have occurred in operation and/or how accommodations were satisfied.
- 7. Briefly describe the organization's Equal Employment Opportunity (EEO) policies. Sign and notarize the EEO form included as an Appendix item indicating the organization's compliance with WDB and State EEO regulations. The form should be submitted as part of the Appendix packet accompanying the proposal.

#### E. PROGRAM DESCRIPTION

This section of the proposal is a description of the services that the proposing organization plans to provide. The Respondent must be very specific and detailed in addressing required information. Responses to this section will assist WDB in establishing contract deliverables and determining contractual compliance. When completing this section Respondents must refer to **Section H in this RFP packet entitled "The Exhibits".** If a Respondent has not become familiar with the **Exhibits**, the answers to this Section E will reflect such.

Respondents should incorporate a solid understanding of the goals of the WIOA in their responses and should indicate their willingness to adjust services and goals as needed to align with the CCMEP Plan to be published on or about May 31, 2016.

#### Year Round Program Services

#### **Project Summary**

Create a summary not more than two (2) pages in length that describes how your organization will handle the activities of a year-round youth educational and employment services program including outreach/recruitment, assessment, orientation, and monitoring.

#### **Program Description Questions**

Please respond to the following questions to create a complete and comparable program description for a year round proposed program only as applicable. If not applicable, please indicate such and the reason.

- 1. How will the proposed program fit into the proposing organization's mission?
- 2. Describe past experience and the results/outcomes of delivering services in similar projects and/or to similar populations
- 3. Identify how resources will be leveraged to enhance services.
- 4. Provide an explanation of how the proposed program will ensure the fourteen (14) required WIOA program elements (see **Attachment H Exhibit B**) are available to participants and list program activities that satisfy the program elements. Explain services and plans for linkage with community resources to provide any elements.
- 5. Describe the process for co-enrolling eligible participants in TANF-related CCMEP activities.
- Describe the outreach and recruitment strategies for the target population. Include descriptions of partnerships with youth serving agencies, organizations, and schools.
  - a. What will happen to youth found not eligible for participation?
  - b. How will outreach and services to youth with disabilities or whose primary language is not English be achieved?
  - c. Include a flow chart that illustrates how youth will move through the proposed program and indicate the staff or agency responsible.
- 7. Describe the types of educational opportunities that will be offered to participants.
- 8. What specific curriculum and resources will be used to deliver academic activities?
- 9. What type of work based learning and career development opportunities will be offered? How will these activities be linked to learning objectives?
  - a. How will employer-defined skills and labor market information be used to guide career development activities?
  - Describe connections made with area employers and their role in delivery of service. Include any resources leveraged in the form of funds operations, etc.
  - c. List employers and/or work sites that have already committed to providing employment opportunities as well as paid and unpaid work experiences including internships and job shadowing. If you have not yet identified

employers or worksites, describe your work plan for doing so, including timeless for these activities.

- 10. Once a participant is found eligible for enrollment and becomes registered, describe orientation, intake and assessment process.
  - a. Identify who is responsible for providing these services.
  - b. Include as an attachment assessment tools/instruments.
  - c. Describe where and how services will be delivered, including coordination with the OMJ Center.
- 11. For registered youth, what are the methods that will be used to take the necessary assessment information and both develop and implement the Individual Service Strategies (ISS)?
- 12. Describe how participants are evaluated to identify supportive service needs.
- 13. Describe the strategies used to motivate, and/or reward, positive program participation.
- 14. How will services with other Providers be coordinated for youth and followed up?
- 15. How will youth that are identified as basic skills deficient be assisted to increase their skills?
- 16. How will participant's successful program completion be measured and documented (i.e., the exit from the Ohio Workforce Case Management System (OWCMS)?
- 17. Describe how one-year youth participant follow-up services will be conducted.
- 18. Describe the process for handling participant complaints about the program.
- 19. Describe how your organization will achieve the required 75% expenditure level for WIOA out-of-school youth activities and the required 20% expenditure level for WIOA work-based learning opportunities.
- Describe how your organization will ensure that WIOA funds are tracked and reported according Local, State, and Federal rules and regulations, including CCMEP policies.

#### F. POSITION DESCRIPTIONS INFORMATION

1. Using the format on the following page, or a reasonable facsimile thereof, list all position descriptions included in the budget as they pertain to the proposed program.

| Position | Position<br>Vacant or<br>Filled | Licensure<br>Yes/No | Paid or<br>Volunteer | Salary Range |
|----------|---------------------------------|---------------------|----------------------|--------------|
|          |                                 |                     |                      |              |
|          |                                 |                     |                      |              |
|          |                                 |                     |                      |              |

2. Include the organization's written position descriptions for the positions listed in the budget as an **attachment**. These position descriptions must include educational requirements for each position. If applicable, include resumes of staff currently

providing services for each program being proposed and copies of individual licenses and certifications as an **attachment**.

3. How does the organization ensure that staff meets or maintains the requirements of the position held?

#### G. EVALUATION AND MONITORING TOOLS

Program evaluation and monitoring are important components to service delivery. Program evaluation allows the WDB to ensure funding is utilized to provide quality programs for residents of the local area. Program monitoring allows the WDB to ensure funds are utilized in an accountable manner. In addition to providing answers to the following questions, Providers must sign and return the "*Evaluation and Monitoring*" Process Agreement located in **Appendix J**.

#### **Program Evaluation**

Program success is measured in a quantitative manner using outcomes to demonstrate that services and activities are meeting performance expectations. Although the regulations for WIOA have not yet been finalized, the legislation stipulates the following primary indicators of performance that will measure Youth Program outcomes.

- % of Participants in Education or Training Activities, or in Unsubsidized Employment During the Second Quarter After Exit
- % of Participants in Education or Training Activities, or in Unsubsidized Employment During the Fourth Quarter After Exit
- Median Earnings of Program Participants in Unsubsidized Employment During the Second Quarter After Exit
- % of Participants Obtaining a Postsecondary Credential or Secondary School Diploma During Participation or Within One Year After Exit
- % of Participants in an Education or Training Program Achieving Measurable Skills Gains Toward the Credential or Employment
- Effectiveness in Serving Employers (To be established by Secretary)

These performance expectations and required levels of achievement, along with CCMEP data collection requirements, will be incorporated into the awarded contract to aid in the evaluation process.

- 1. Describe how services and activities will lead to successful performance outcomes.
- Describe the organization's ability to utilize the Ohio Workforce Case Management System (OWCMS) to capture and report required data. (If the Respondent does not have experience with OWCMS, please describe similar data collection and reporting experience, including the types of confidential information that was processed and stored.)

#### **Monitoring**

In addition to Program Evaluation described above, the WDB is required to monitor the successful Respondent's fiscal controls to promote accountability for the use of funds.

- Describe how programmatic and fiscal information will be collected, stored, tabulated, and forwarded to the WDB for evaluation.
- 2. Include a statement with the signature of an official of the organization that the organization has the capability to complete monthly time studies for WDB. The time studies must be completed by all direct program staff two (2) non-consecutive weeks a month. All employees must complete the same two-week periods. Time studies must indicate a start and end time each day for each employee. Provider is to indicate the time spent with the WIOA programs by marking Youth, Other or Administrative duties on the time sheet. This Time Study form must be submitted with the monthly billing. See Attachment H Exhibit D for a sample copy of a time study form.
- 3. Describe in-depth the organization's ongoing participant registration and service plan process. If applicable, include copies of forms used as an attachment. If funded this information will become part of a Contractual Agreement between the Respondent and WDB and will be used to monitor program success. The minimum level of record keeping required of each proposing organization to demonstrate sufficient control in the documentation of the delivery of service must include:
  - Name
  - Proof of Citizenship (Birth Verification)
  - · Social Security numbers (Cards) of persons receiving the service
  - Proof of Residency
  - Selective Service (If applicable)
  - Family Size
  - Family Income Last Six Months
  - Disability (if Applicable)
  - DYS Custody (If Applicable)
  - Foster Care (If Applicable)
  - Dates of service delivered (including start and end dates)
  - Type of service delivered
  - Participant Signature Sheets verifying receipt of service to be provided to WDB on a monthly basis

#### H. The EXHIBITS

#### **EXHIBIT A**

## **RFP Definitions for Medina County Youth Services**

<u>Administrative Costs</u> – Expenditures incurred in the performance of administrative functions and in carrying out activities that are not related to the direct provision of workforce investment services (including services to participants and employers). Such costs include both personnel and nonpersonnel costs and both direct and indirect costs.

<u>Adult</u> – Except in sections 127 and 132 of the Workforce Investment Act the term "adult" means an individual who is age 18 or older.

<u>Adult Education; Adult Education and Literacy Activities</u> - The terms "adult education" and "adult education and literacy activities" have the meanings given the terms in section 203 of WIOA Law. The term "adult education" means services or instruction below the post secondary level for individuals who have attained 16 years of age; who are not enrolled or required to be enrolled in secondary school under State law; and who

- A. lack sufficient mastery of basic educational skills to enable the individuals to function effectively in society;
- B. do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
- C. are unable to speak, read, or write the English language.

<u>Adult Mentoring</u> - Providing a one-to-one relationship between an adult and a youth, whose purpose is to build positive, supportive relationships between youth and adults and to provide positive adult role models for youth.

<u>Assessment</u> – The ongoing participant centered diagnostic evaluation of a participant's employability, interests, values, aptitudes, abilities, educational and vocational history, barriers, motivation and existing skills that lead to the development of an on-going, comprehensive plan for self sufficiency for the removal of barriers to employment and the attainment of the individual's career goals. Assessment first occurs at intake and is an ongoing, continuous collection of information to evaluate the effectiveness of support services, training, and education and to monitor the participant's progress

<u>Audit</u> - A systematic review by a CPA to determine and report whether an organization's financial operations are being properly conducted, financial reports are being presented fairly, and applicable laws and regulations are being complied with. All successful Respondents must submit an audit of their organization. Audits must be performed in accordance with OMB Circulars A-133 or United States Department of Labor and State of Ohio rules. For profit Providers are subject to audit under the revised OMB Circular A-133.

<u>Barriers to Employment</u> – contractors will have mechanisms for identifying and eliminating barriers to employment that hinder an individual's ability to participate in the labor force. These may include a lack of a high school education or its equivalency, basic skills deficits, limited English and substance abuse

<u>Basic Skills</u> – Those academic skills that include reading, writing and speaking English, and the skills involved in math applications, computing and solving problems

<u>Basic Skills Deficient</u> An individual who is a youth, that has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test; or who is a youth or adult that is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

<u>Below Grade Level</u> - One or more levels or credits below that which is appropriate for the person's age. (Can be calculated from the highest grade completed and reading/math levels)

#### **Career Exploration, Planning & Counseling (Youth)** - Activities which:

- A. Assist youth to gain career awareness, make career decisions and plans, and understand labor market needs, trends, and opportunities;
- B. Assist youth in making and implementing informed educational and occupational choices;
- C. Assist youth in developing career options, and encourage careers in nontraditional employment;
- D. Prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and
- E. Provide job, education, and career counseling, as appropriate, during program participation and after job placement

<u>Career Pathway</u> – Combination of rigorous and high-quality education, training, and other services that does the following:

- A. Aligns with the skill needs of industries in the economy of the State or regional economy involved;
- B. Prepares an individual to be success in any of a full range of secondary or postsecondary education options, including apprenticeships;
- C. Includes counseling to support an individual in achieving the individual's education and career goals;
- D. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster:
- E. Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- F. Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- G. Helps an individual enter or advance within a specific occupation or occupational cluster

<u>Case Management (Youth)</u> - Case Managers and youth work together in a documented, goal oriented, participant-centered process, which extends from recruitment to follow-up/retention. The Case Manager motivates and coordinates services and information to prepare participants for post secondary educational opportunities, provide linkages between academic and occupational learning, and/or preparation for unsubsidized employment/training opportunities, as appropriate.

#### **Chief Elected Official** – Includes:

A. the chief elected executive officer of a unit of general local government in a local area; and

B. in a case in which a local area includes more than one unit of general local government, the individuals designated under the agreement described in section 107(c)(1)(B) of WIOA Law.

<u>Community Service Learning (Youth)</u> - A structured work experience, through which students learn and develop by participating in thoughtfully organized community service work activities that meet actual community needs, are designed collaboratively by the program and student(s), and may be paid stipends to apply toward future studies.

<u>Community-Based Organization</u> - A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

<u>Comprehensive Guidance and Counseling</u> - Includes career and academic counseling, drug and alcohol counseling, mental health counseling, and referral to partner programs for such services.

<u>Coordination with Community Agencies (Youth)</u> - Creates and sustains partnerships with other agencies providing services to youth in order to maximize resources to meet the participant's needs, avoid duplication and provide integrated strategies for service delivery.

<u>Cost Reimbursement Contracts</u> - An agreement format that provides for the reimbursement of all allowable costs that have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs.

<u>Demand Occupation</u> - An occupational area that has been designated as in high demand in the Medina County labor market area.

<u>Dropout (Youth)</u> - An individual no longer attending school whom has not received a secondary school diploma or GED. (Note: A youth attending an alternative school is not a dropout for the purposes of this program).

**<u>Eligible or Eligibility</u>** - Refers to an individual's stature in relation to their ability to participate in a WIOA Program. **See Attachment H – Exhibit C** for additional information.

**Employability** - A demonstrated level of knowledge, skills, abilities, work behaviors and attitudes necessary to compete successfully in the labor market.

**Entrepreneurial Skills Training** - Training on the basics of starting and operating a small business.

**<u>Family</u>** - 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. A husband, wife, and dependent children.
- B. A parent or guardian and dependent children.
- C. A husband and wife.

<u>Follow Up (Youth)</u> - Active case management of participants for at least one year after completing the program. Follow up services can include assessment/re-assessment, information & referral, additional training opportunities, support services, employment & education retention counseling, life skills/problem solving advocacy, services to support

continued success for the participant or other program activities provided during the service period.

<u>In-Demand Occupation</u> - An occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the state, regional economy as listed on the state in-demand occupations list and listed on the local in-demand occupations list as defined by the local workforce development board.

Individual Service Strategy (Youth) - A plan for a participant which includes employment goals, training needs, and supporting service needs. The plan is a written outline/summary that describes the short and long-term goals of the participant. This plan is developed in concert with the participant to reflect the goals of the participant and shall incorporate the assessment findings completed prior to plan development. The plan must be reviewed and modified based upon any changes in goals, and plan progression. The plan should also include a description of service needed, training opportunities planned for, education and/or skill development, support services and any other planned activities needed to accomplish the employment goals set in the plan. Wherever possible the plan should also include description of the responsible parties and/or resources allocated to provide planned services, activities and support services.

<u>Individual with a Barrier to Employment</u> – A member of one or more of the following populations:

- A. Displaced homemakers;
- B. Low-income individuals;
- C. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166 of WIOA;
- D. Individuals with disabilities, including youth who are individuals with disabilities;
- E. Older individuals;
- F. Ex-offenders; or
- G. Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994, or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act.

<u>Individual Training Account</u> - A method to finance training which are established on behalf of the program participant to purchase a program of training services from eligible training providers. Costs must be reasonable and necessary and must represent a sound investment of public funds.

<u>Individual with a Disability</u> - In general, an individual with any disability as defined in section 3 of the Americans with Disabilities Act of 1990. For WIOA youth programs, this includes individuals with learning disabilities.

<u>Internship (Youth)</u> - A structured work experience involving: specific occupational skills development goals in addition to other learning goals; involves the awarding of school credit/outcome verification upon successful completion; and includes the expectation that the student, upon completion of the internship, will demonstrate the skills necessary for entry-level employment in the occupational area of the internship.

**Job Search Assistance** - Job search skills training including job club, which provides the participant with the instruction and skills necessary to obtain full time employment. These

skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills. Job search assistance must be offered to all customers.

<u>Job Shadow</u> - Competency-based educational experiences that occur at a work site but are tied to the classroom by curriculum that coordinates and integrates school-based instruction with work site experiences.

<u>Labor Market Information</u> - Occupational supply and demand information for Medina County identifying areas of growth or decline for the labor market and assessment of the effects of such growth or decline. Review and evaluation of an area's employment possibilities, including projected openings, new employment, job skills deficiencies, available training programs, wages and labor supply.

<u>Lead Agency</u> - The local participating agency designated by the board of county commissioners in accordance with Section 305.190 of Amended Substitute House Bill 64 of the 131st General Assembly (2015), to administer CCMEP. When a lead agency has contracted a duty described in paragraph (D)(1)(b) or (D)(1)(c) of rule 5101:14-1-02 of the Administrative Code, the term "lead agency" throughout agency 5101. of the Administrative Code should be read to include the contracted entity.

<u>Leadership Development Opportunities (Youth)</u> - May include but are not limited to 1) the exposure to post-secondary opportunities, 2) community service and service learning projects, 3) peer-centered activities, including peer mentoring and tutoring, 4) organizational and team leadership training, 5) training in decision making, including determining priorities, and 6) citizenship training, including life skills training.

<u>Life Skills (Youth)</u> - Activities and/or training that assist youth to develop marketable work habits. May include modules/training/curriculum instruction in Personal Finance and Budgeting, computers, parenting/pregnancy prevention, self-leadership (e.g., conflict resolution, public speaking, anger management), cultural history and diversity, nutrition/fitness, and health.

<u>Literacy</u> - The term "literacy" has the meaning given the term in section 203 of WIOA Law: an individual's ability to read, write, and speak in English, compute, and solve problems at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

#### Low Income Individual - An individual who

- A. Receives, or in the past six months has received, or is a member of a family that is receiving or in the past six months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008, the program of block grants to States for temporary assistance for needy families program under Part A of title IV of the Social Security Act, or the supplemental security income program established under title XVI of the Social Security Act, or State or local incomebased public assistance;
- B. Is in a family with total family income that does not exceed the higher of (1) the poverty line or (2) 70% of the lower living standard income level;
- C. Is a homeless individual as defined in section 4103(6) of the Violence Against Women Act of 1994, or a homeless child or youth as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act;
- D. Receives or is eligible to receive a free or reduced price lunch under the Richard B.

- Russell National School Lunch Ac:
- E. Is a foster child on behalf of whom State or local government payments are made; or
- F. Is an individual with a disability whose own income meets the income requirement of B., but who is a member of a family whose income does not meet his requirement

<u>Lower Living Standard Income Level</u> – The income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

<u>Minimum Wage</u> - The wage established as the lowest hourly salary that can legally be paid for labor.

<u>Objective Assessment (Youth)</u> - An assessment of the academic levels, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, values, motivation, barriers, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of the participant. A new assessment of a participant is not required if the Provider determines it is appropriate to use a recent service strategy developed for the participant under another education or training program.

<u>Occupational Skills</u> - Those skills identified as necessary to perform work-related functions within an industry sector. Occupational skills can be attained through activities such as:

- o Entry into an apprenticeship or internship program
- Complete a career specific, professional technical or advanced job skill-training program
- Complete a college degree

#### Offender - Any adult or juvenile -

- A. Who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or
- B. Who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

<u>OhioMeansJobs</u> - House Bill 2 passed in 2013 and provides that all One Stops within the state that received funds from the Workforce Investment Act and related legislation shall be branded under the title of "OhioMeansJobs - name of county". This refers to the One Stop Centers and specific services provided and not the agency or county workforce office that administers those services.

<u>On-The-Job Training</u> - Training by an employer that is provided to a paid participant while engaged in productive work in a job that—

- A. provides knowledge or skills essential to the full and adequate performance of the job;
- B. 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)(Hd), for the extraordinary costs of providing the training and additional supervision related to the training; and
- C. is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

<u>Orientation</u> - Provides information about the types of services available, develops motivation and interest in the project, explains the application, selection and eligibility process, and assists applicants in preparing for the process. The Respondent will provide a clearly defined format for the orientation to ensure consistency in how the information is given to potential applicants.

<u>Outreach/Recruitment</u> - Activities and strategies for identifying and contacting potential customers. These strategies will include procedures that assure access throughout the service area and address appropriate access for customers with barriers.

<u>Placement</u> - A client securing employment while participating in the WIOA Program. To be counted as a placement, employment must be 20 hours or more per week, with wages equal to or greater than the higher of either the state or federal minimum wage per hour, and be an unsubsidized position.

#### **<u>Program Participant</u>** – An individual who:

- (1) Is a mandatory or voluntary CCMEP participant;
- (2) Has signed an individual opportunity plan that includes one or more assignments to a CCMEP activity; and
- (3) Has not been exited from participation in CCMEP in accordance with rule 5101:14-1-06 of the Administrative Code.

<u>Pregnant/Parenting Youth</u> - A youth who is under 24 years of age and is either pregnant or providing custodial care for one or more dependents, who are under 18 years old.

<u>Public Assistance</u> - Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.

<u>Recognized Postsecondary Credential</u> – Credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an associate or baccalaureate degree.

<u>Referral</u> - Any eligible youth who is not enrolled to receive services at a contracted program must be given the referral information regarding the full array of applicable or appropriate service available through local programs including OMJ Career Center partners and Providers. In addition, youth should be given referrals for further assessment if determined appropriate. Programs are strongly encouraged to link and share information with other youth serving agencies, organizations and training Providers in order to meet the individual needs of all youth.

**Retention (Youth)** - Continued retention in work or school, education, training, and military.

<u>Retention Rate</u> - The number of WIOA customers placed who are employed at the end of the retention period [to be determined by Workforce Investment Program] after terminating from the program, divided by the total number of customers terminated in a specific time period.

<u>School Dropout</u> – An individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

<u>Service</u> – One of the fourteen services made available to program participants in accordance with rule 5101:14-1-02 of the Administrative Code. See also **Exhibit B: General Program Requirements – Youth Services – Eligibility and Program Elements** of this RFP.

<u>Structured Work Experience</u> - A competency-based educational experience that occurs at the work site but is tied to the classroom by curriculum that coordinates and integrates school-based instruction with work site experiences.

<u>Subsidized Work Experience</u> - A career-linked job at a public or private site in which the wages paid to an employee are financially supported by a private, state, or local employment and training program.

<u>Supportive Services</u> - Enable an individual to participate in CCMEP and to secure and retain employment and may include but are not limited to linkages, referrals or assistance with:

- (1) Access to community services;
- (2) Access to health care;
- (3) Transportation, child care, housing, uniforms, work attire and work-related tools;
- (4) Educational testing; and.
- (5) Reasonable accommodations for youth with disabilities.

#### **TANF Assistance** – Includes the following:

- (1) Cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses). It includes such benefits even when they are:
  - (a) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
  - (b) Conditioned on participation in work experience or community service (or any other work activity described in 45 C.F.R. 261.30 (2008)).
  - (c) Except where excluded under paragraph (BB)(2) this rule, it also includes supportive services such as transportation and child care provided to families who are not employed.
- (2) TANF assistance excludes:
  - (a) Non-recurrent, short-term benefits that:
    - (i) Are designed to deal with a specific crisis situation or episode of need;
    - (ii) Are not intended to meet recurrent or ongoing needs; and
    - (iii) Will not extend beyond four months.
  - (b) Work subsidies (i.e. payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
  - (c) Supportive services such as child care and transportation provided to families who are employed;
  - (d) Refundable earned income tax credits;
  - (e) Contributions to, and distributions from, individual development accounts (IDAs):
  - (f) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, and
  - (g) Transportation benefits provided under a job access or reverse commute.

<u>Tracking</u> – Monitoring and recording significant participant movement through the program, including entry into components, time in component and exits from components. It provides the necessary management information to improve the program, as well as ensure that customers are all accounted for in the program.

<u>Vocational Training</u> - Provides customers with long or short-term training in a community college, university, vocational school or business environment to improve employability in the local labor market. The training can provide basic skills, upgrade current skills, develop new technical skills, improve language skills and prepare customers for employment in high growth occupations.

<u>Work-Based Learning Activities</u> - Activities offered which are designed to enable youth to gain exposure to the working world and its requirements and help acquire personal attributes, industry defined skill standards, and knowledge needed to obtain a job and advancement in employment. Activities should be designed so they can be; mastered at progressively higher levels; coordinated with school-based learning; take place at private, for-profit, non-profit or public sector; and paid or non-paid activities. (Note: applicable labor laws must be adhered to.) Activities must be relevant to the career plan and include, but are not limited to:

- Career Related Mentoring
- Community Service Learning
- Entrepreneurial Work Experience
- Internship
- Job Shadowing
- Project-Based Learning
- Subsidized and Unsubsidized Work Experience
- On-the-Job Training
- Job Placement

<u>Youth Activity</u> - Any activity intended to assist youth customers in achieving their educational or employment goals consistent with the intent of the WIOA and with the federal regulations guiding its implementation.

#### **EXHIBIT B**

# General Program Requirements Youth Services - Eligibility and Program Elements

#### **Populations Served**

The primary effect of CCMEP is to combine funding from Temporary Assistance for Needy Families (TANF) with funding from the WIOA youth program in order to serve low-income youth through a single comprehensive case management system.

Initially, individuals in the following population groups who receive services through TANFand WIOA-funded programs will be required to participate:

- Ohio Workforce First (OWF) work-required recipients ages 16 to 24;
- WIOA low-income in-school and out-of-school youth ages 16 to 24; and

Additionally, two groups will be eligible to volunteer for the CCMEP program:

- OWF recipients ages 16 to 24 who are not work-required; and
- Individuals ages 16 to 24 receiving Prevention, Retention and Contingency benefits and services (TANF-funded non-assistance).

#### **Eligibility Criteria for WIOA Youth Services:**

Staff working with youth per WIOA regulations shall attempt to "register"/enroll the youth in comprehensive case management services. Case management services provides access to training and educational opportunities. To be registered for case management services the youth must meet the following WIOA youth eligibility guidelines.

#### In-School Youth means an individual who is

- 1. Attending school (as defined by State law):
- 2. Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21;
- 3. A low-income individual; and
- 4. One or more of the following:
  - a. Basic skills deficient;
  - b. An English language learner;
  - c. An offender:
  - d. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-homeplacement.
  - e. Pregnant or parenting;
  - f. A youth who is an individual with a disability; or
  - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.

#### Out-of-School Youth means an individual who is

- 1. Not attending any school (as defined under State law);
- 2. Not younger than age 16 or older than age 24; and
- 3. One or more of the following:
  - a. A school dropout;
  - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, and is not enrolled with the in-school Provider with plans to return or remain in-school;
  - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:
    - (1) Basic skills deficient; or
    - (2) An English language learner.
  - d. An individual who is subject to the juvenile or adult justice system;
  - e. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
  - f. An individual who is pregnant or parenting;
  - g. A youth who is an individual with a disability; or
  - h. A low-income individual who requires additional assistance to enter or complete an educational program, or to secure or hold employment

#### **Program Elements for Youth Services:**

The following 14 program elements are required under WIOA for youth programs. These elements must be available for each youth participant. However, youth should only be enrolled only in those activities that promote his or her academic/career goals as identified and supported by the individual assessment.

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

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
- 2. Alternative secondary school services, or dropout recovery services, as appropriate

- 3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
  - a. A substantial program of summer employment opportunities and other employment opportunities available throughout the school year
  - b. Pre-apprenticeship programs
  - c. Internships and job shadowing
  - d. On-the-job training opportunities
- 4. Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in Area 12.
- 5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- 6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
- Supportive services
- 8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
- 9. Follow-up services for not less than 12 months after the completion of participation, as appropriate
- 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
- 11. Financial literacy education
- 12. Entrepreneurial skills training
- 13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services
- 14. Activities that help youth prepare for and transition to postsecondary education and training

#### **EXHIBIT C**

# Youth Employment and Educational Services Program Requirements

The design of a Youth Employment and Education Services program must incorporate in the Program Summary found in Section E of this RFP Packet. The program must be clear about what it will provide and what it won't be able to provide.

**In-School Youth:** Typically, in-school youth are attending a secondary or post-secondary education. Outreach efforts should target youth that are basic skill deficient and/or at-risk of not completing school. Emphasis should be on work readiness skill gains, academic skill gains that lead to grade level increases for basic skills deficient youth coupled with career awareness, and age appropriate work-based learning all of which leads to **unsubsidized job placement and/or entrance into post secondary education.** Programs are strongly encouraged to link with school systems to offer school year connections, including instruction for basic skills deficient youth.

**Out-of-School Youth:** Generally, out-of-school youth are not currently enrolled in secondary education (including alternative schools) or post secondary education. They may have dropped out of school, may or may not have a G.E.D., or could have graduated and still be basic skills, work readiness skills, or occupational skills deficient.

**Registration:** To be registered for the youth program, the individual must meet the WIOA and CCMEP youth eligibility guidelines. A youth is considered registered when all eligibility documentation and registration forms are completed and submitted to the WDB. WDB staff will train the Provider on the completion process for all paperwork. All WIOA registered/enrolled youth and are counted in what the county must report to the state to meet WIOA Youth Performance Standards. The awarded Provider must be able to track and report required data. Refer to **Section G. Program Evaluation of this RFP**.

**Referral:** The awarded Provider is strongly encouraged to link and share information with other youth-serving agencies, organizations and training Providers in order to meet the individual needs of all youth in the local area.

**Case Management:** As part of on-going case management tracking, the awarded Provider is required to make entries about the progress of the enrolled youth into the Ohio Workforce Case Management System (OWCMS).

## **EXHIBIT D**

## **Time Study Form Sample**

#### WIOA DAILY TIME REPORT

|      | AGENCY         |        |                              | YOUR NAME |                    |                              |  |
|------|----------------|--------|------------------------------|-----------|--------------------|------------------------------|--|
|      |                |        |                              |           |                    |                              |  |
|      |                | MMDDYY | $M \; M \; D \; D \; Y \; Y$ | MMDDYY    | $M\;M\;D\;D\;Y\;Y$ | $M \; M \; D \; D \; Y \; Y$ |  |
|      |                |        |                              |           |                    |                              |  |
| Hour | Minute         |        |                              |           |                    |                              |  |
| 8:   | 00-29<br>30-59 |        |                              |           |                    |                              |  |
| 9:   | 00-29          |        |                              |           |                    |                              |  |
| ٥.   | 30-59          |        |                              |           |                    |                              |  |
| 10:  | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 11:  | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 12:  | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 1:   | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 2:   | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 3:   | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |
| 4:   | 00-29          |        |                              |           |                    |                              |  |
| _    | 30-59          |        |                              |           |                    |                              |  |
| 5:   | 00-29          |        |                              |           |                    |                              |  |
| _    | 30-59          |        |                              |           |                    |                              |  |
| 6:   | 00-29          |        |                              |           |                    |                              |  |
| 7.   | 30-59          |        |                              |           |                    |                              |  |
| 7:   | 00-29          |        |                              |           |                    |                              |  |
|      | 30-59          |        |                              |           |                    |                              |  |

each half hour, please indicate which type of client you are working with:

**ADU** = Adult **OTH** = Other

**DLW** = Dislocated Worker

**YOU** = Youth **ADM** = Administrative duties

#### I. ATTACHMENTS AND SUPPORTIVE INFORMATION

#### **Attachments Requested:**

Included in the RFP are requested **attachments** or supportive information. The following is a list of the attachment items.

#### Requested Attachments found throughout the RFP packet:

- 1. Table of Organization
- 2. Assessment Tool(s)
- 3. Position Descriptions
- 4. Copies of individual licenses, certifications and staff resumes' (if available)

#### If applicable items include:

- Indirect Cost Computations if another method is used outside of the RFP supplied form
- 2. "Disadvantage Business" certification

#### J. APPENDIX

The following items in this section must be submitted in the following order. If not applicable please indicate such and the reason. All appendices should be submitted only once as originals and part of a separate packet with a clearly defined cover sheet marked "Appendix" accompanying the Proposals. Failure to include each of the following requested items or provide an explanation why it is missing will result in the proposal not being reviewed for funding consideration. This requirement will be strictly enforced.

- 1. Copy of the certificate of receipt for the Articles of Incorporation from the state in which the organization operate.
- 2. Copies of licenses and certifications that are required of the organization before the organization can legally do business.
- 3. Names and addresses of current Board members or officers of the company and Board president, Executive Director, or CEO.
- 4. Copy of current insurance certificates: include accident, auto, comprehensive general liability, and property. Provider shall provide a "Certificate of Insurance" naming the Summit-Medina Workforce Development Board as an Additionally Insured with regard to Comprehensive General Liability upon execution of an Agreement. If awarded, Provider agrees to provide and maintain throughout the term of the Agreement the following with regard to insurance:
  - a. Comprehensive General Liability insurance with limits of one million dollars (\$1,000,000) per occurrence;
  - b. Certificates of Insurance: include accident, auto, comprehensive general liability and property;
  - c. Worker's Compensation insurance in such limits as prescribed by law; and
  - d. 30 days of advance written notice of policy cancellation, non-renewal, reduction of limits, or other material modification.

- 5. Copy of the last audited financial statement. Audited financial statements must be completed by a Certified Public Accountant (CPA). Note: Providers expending more than five hundred thousand dollars (\$500,000) of Federal awards in a single year shall submit an Audit following the principles of OMB Circular A-133.
- 6. Sign and **notarize** a Non-Collusion affidavit- form included.
- 7. Sign and date a Monitoring and Evaluation form form included
- 8. Sign and date a Subcontractor Disclosure form included.
- 9. Complete and **notarize** a Declaration of Property Tax Delinguency form included.
- 10. Sign and **notarize** an EEO Statement *form included*.
- 11. Complete the Computer Capabilities Statement of Agreement– form included.
- 12. Complete the Proprietary Statement form provided
- 13. Complete the Leverage Resource Form in order to show resources that effect the program, but are not shown in the budget pages.— *form included*
- 14. Describe the organization's Participant Grievance Procedure. Submit copies of any forms used in this process.
- 15. Describe the organization's Incident Report process. Submit copies of any forms used in this process.
- 16. Must disclose in writing any family or business relationship with any WDB member, WDB Youth Committee member, WDB staff member, and/or Summit-Medina Regional Council of Governments official or staff member.

# **NON-COLLUSION AFFIDAVIT**

# **State of Ohio Summit-Medina Regional Council of Governments**

| being first duly sworn and deposed says   |
|---|
| that he or she is theof   |
| (hereafter referred to as   |
| "the Company") the party making the foregoing Proposal, that such Proposal is         |
| genuine and not collusive or a sham and is made in good faith and without fraud;      |
| that the Company is not functionally interested in, or otherwise affiliated in any    |
| business way with any other Respondent on the contract; that the Company has not      |
| colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent |
| or person to put in a sham proposal or to refrain from bidding, and has not in any    |
| manner, directly or indirectly, sought by agreement or collusion or communication of  |
| conference with any person, to fix the price of the Company's proposal or of any      |
| Respondent, or to secure any advantage against the Summit-Medina Regional             |
| Council of Governments and/or the Summit-Medina Workforce Development Board,          |
| or any person or persons interested in the proposed contract; and that all statements |
| contained in said proposal are true.  |
|   |
| Official Signature Date   |
|   |
|   |
| Sworn to and subscribed before me this day of, 20                                     |
|   |
| Notary Public in and for the State of Ohio  |

#### MONITORING AND EVALUATION

The following are <u>required</u> aspects of monitoring and evaluation practices that the proposing organization must make allowances for and incorporate into all proposed services. Adherence to these standards will be strictly enforced by WDB program personnel:

- Program Observation WDB program personnel will visit the program to determine if program operation is generally consistent with the service delivery and stated contract deliverables. Providers will permit appropriate WDB personnel to conduct site visits, program observations and case reviews on Participants receiving contracted services from Providers.
- Timeliness invoice submission Invoices must be submitted in a timely manner
- Case Reviews Case reviews will be conducted to determine achievement of program objectives and to verify that each Participant was assessed prior to service delivery and periodically thereafter.
- Participant Satisfaction Periodically a Participant satisfaction questionnaire is developed and administered.
- Vendor may take part in focus groups.
- Attendance is required at scheduled Provider meetings, mandatory trainings, and Participant information sessions.
- Compliance Review/Audit WDB personnel will visit the program to determine
  if program and financial reporting is generally consistent with accepted
  practices, WDB policy, and stated contract deliverables.
- Program Plan will be used to establish program outcomes.

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

I agree to adhere to the standards of monitoring and tracking mentioned above. I further understand that I am required to conduct activities to support the qualitative evaluation of services provided to Participants by my organization.

| SIGNATURE OF AUTHORIZED OF FICER OF ORGANIZATION |              |
|--|--------------|
| Name & Title                                     | Organization |
| Printed Name & Title                             |              |

#### SUBCONTRACTOR DISCLOSURE

Should the proposing organization be awarded a contract, all subcontracts relevant to the contracted service must be submitted prior to disbursement of funds. All subcontracting agencies are subject to the same terms, conditions, and covenants contained in this proposal and the primary contract. Effective dates of the subcontractor's work shall fall within the contract period of the primary contractor. The subcontractor shall comply with these rules set forth in the Laws of the State of Ohio, and any rules, regulations, and procedures associated with the program's funding source(s) as well as other relevant county, state, and federal requirements.

The Provider shall not subcontract of the Agreement unless expressly authorized to do so by resolution of Summit-Medina Workforce Development Board.

If approved all subcontracts must detail the following:

- A beginning and end date of the subcontract to be used.
- Payment stipulations must be included
- A description of service must be provided

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

 The subcontract must include the statement "Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between [Primary Contractor] and the Summit-Medina Workforce Development Board."

Should my organization employ the use of subcontract(s) in carrying out any services detailed in this proposal, I agree to abide by the terms listed above and agree to supply copies of all subcontracts used.

| Name & Title         |  |      |
|----------------------|--|------|
|                      |  | <br> |
| Printed Name & Title |  |      |
|                      |  |      |
| Organization         |  |      |

## **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 gene      | eral tax list of personal property of the  |
| Counties of Summit and Medina.                 |  |
| If the Proposing Organization is delinque      | nt 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                                  |  |
| Before me, a notary public in and for          | or said County, personally appeared        |
| , autho  | rized signatory for the Proposing          |
| Organization, who acknowledges that he/s       | he has read the foregoing and that the     |
| information provided therein is true to the be | st of his knowledge and belief.            |
|  |  |
|  |  |
| Offi   | icial Signature<br>Date                    |
|  |  |
| Sworn to and subscribed before me this         | _ day of, 20                               |
| Notary Public in and for The State of Ohio     |  |

### **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

- A. The CONTRACTOR agrees that in the hiring of qualified employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on their behalf, shall discriminate on the basis of race, creed, gender, age, veteran status, disability, national origin or ancestry, or for any other reason against any citizen of this state who is qualified and available to perform the work related to the employment.
- B. The CONTRACTOR agrees that no contractor, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate or retaliate against any employee hired for the performance of work under this contract on account of race, creed, gender, age, veteran status, handicap, national origin or ancestry.
- C. Any provision of a hiring hall contract or agreement which obligates a contractor to hire, if available, only such employees as are referred to him by a labor organization, shall be void as against public policy and is unenforceable with respect to employment under any public works contract unless at the date of execution of such hiring hall contract or agreement, or within thirty (30) days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, creed, national origin or ancestry and unless such labor organization includes in its apprentice and journeyman membership, or otherwise has available for job referral potential employees without discrimination of any kind.
- D. The CONTRACTOR states that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Division (E)(1) of Section 122.71 of the Ohio Revised Code and that annually the CONTRACTOR shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

|  | Official Signature Date |       |  |  |  |
|--|-------------------------|-------|--|--|--|
| Sworn to and subscribed before me this     | day of                  | _, 20 |  |  |  |
| Notary Public in and for The State of Ohio |                         |       |  |  |  |

### COMPUTER CAPABILITIES

### **Database Requirements**

Successful proposals must demonstrate the capability of using, operating, and managing a state database currently referred to as the "Ohio Case Management System" (OCMWS). This database is an Ohio Department of Job and Family Services (ODJFS) information system and is used to collect data for WIOA programs. Any Provider receiving an awarded under this RFP may be required to modify its system and take into consideration any MIS upgrades system refinements asked by the Summit-Medina Workforce Development Board.

## **Statement of Agreement**

| (Organization Name) is aware if aw                             | varded a contract by the |
|--|--------------------------|
| Summit Medina Workforce Development Board as a resu            | ult of this proposal my  |
| organization may be required to modify its computer ca         | apabilities to take into |
| consideration any MIS upgrades and system refinements.         |                          |
| Further,   | (Organization            |
| Name) is aware any contract awarded as a result of this p      |                          |
| organization to use the reporting system of the Sum            |                          |
| Development Board's choosing, currently OCMWS. My organization |                          |
| both requirements if awarded a contract as a result of this    |                          |
| Medina Workforce Development Board will provide all neces      | • •                      |
| thereof.   |                          |
|  |                          |
| SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATI                  | ION                      |
|  |                          |
| Name & Title Organi  | ization                  |
| Trains & This  | ization                  |
|  |                          |
| Printed Name & Title   |                          |

### PROPRIETARY STATEMENT

|           |          |           |          | (Organization  | Name) is     | aware t   | hat p  | ursuant | to Ohio  |
|-----------|----------|-----------|----------|----------------|--------------|-----------|--------|---------|----------|
| Revised   | Code     | (ORC)     | 149.43   | all proposals  | received     | by the    | the    | Summit  | -Medina  |
| Workford  | e Dev    | eÌopmén   | t Board  | are subject to | o release    | under C   | RC 1   | 49.43,  | with the |
| only exce | eption I | being inf | ormation | n contained wi | thin that is | s conside | ered a | "trade  | secret". |

A "trade secret" is defined in ORC 1333.61 as information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers. In order to meet the definition of a "trade secret" the information in question must satisfy the following two pronged test:

- It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by others person who can obtain economic value from its disclosure or use.
- It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

It is the Summit-Medina Workforce Development Board's policy prior to release of any quote information due to a Public Records Request to contact the Provider(s) in question and ensure no trade secrets are contained in the Proposal materials presented.

If the organization believes any of the information contained in this Proposal is a trade secret, please provide a letter identifying the information considered to be a trade secret, and explaining how the information satisfies the above test. If no information included in the Proposal is believed to be a trade secret, please provide a letter stating such.

| SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION |              |
|---|--------------|
| Name & Title                                    | Organization |
| Printed Name & Title                            |              |

## **K. BUDGET PACKET**

Please complete a proposed budget for Youth Employment and Education Services for Medina County.

Proposal and Budget due 10:00 A.M. Eastern Time May 31, 2016

## **BUDGET GUIDELINES**

### **ALLOWABLE STAFF COSTS:**

<u>Salaries</u> - Includes all remunerations, paid currently or accrued, for services rendered during the period of the contract. Salaries are allowable to the extent that the costs are reasonable for the services rendered, and are supported by documented payroll vouchers or a generally accepted method of documentation. Payroll must be further supported by time and attendance or equivalent records for individual employees. Salaries of employees chargeable to more than one program or cost center will be supported by appropriate time distribution records. The method used should produce an equitable distribution of time and effort. Compensation for owners is allowable provided the service performed is a necessary function.

<u>Payroll Related Expenses</u> - Employee benefits in the form of employer contributions to social security, state and municipal retirement systems, life and health insurance plans, unemployment insurance coverage, worker's compensation insurance and pension plans are allowable if equitably distributed. Severance pay is allowable when payment is consistent with standard or approved policy.

<u>Incentive Compensation</u> - Such payments to employees based on cost reduction, or efficient performance, suggestion awards, etc., are allowable to the extent that overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an established plan followed by the institution so consistently as to imply, in effect, an agreement to make such payment.

<u>Deferred Compensation</u> - Such cost is allowable to the extent that except for past service pension and retirement costs: (1) it is for services rendered during the period of the projected budget; (2) it is, together with all other compensation paid to the employee, reasonable in amount; (3) it is paid pursuant to an agreement entered into in good faith between the institution and its employees before the services are rendered, or pursuant to an established plan followed by the institution so consistently as to imply, in effect, an agreement to make such payments; (4) the benefits of the plan are vested in the employees or their designated beneficiaries and no part of the deferred compensation reverts to the employer institution; (5) for a plan which is subject to approval by the Internal Revenue Service, and falls within the criteria and standards of the Internal Revenue Service Code and the regulations of the Internal Revenue Service.

<u>Severance Pay</u> - Also commonly referred to as dismissal wages, it is payment in addition to regular salaries and wages, by institutions to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that, in each case, it is required by law; employer/employee agreement; or established policy that constitutes, in effect, an implied agreement on the institution's part. Only severance benefits that accrue during the period of the contract are allowable.

<u>Consultation Fees</u> - The cost of consultation fees, charges for the use of personal services of outside agencies or persons not on the payroll; or functions related to contract services, i.e., audit service, legal counseling, and specialized consultation.

### **ALLOWABLE OPERATIONAL COSTS:**

<u>Travel</u> - Includes the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of contract services; expenses for transportation, lodging, subsistence, and related items incurred by employees who are on a travel status on official business incident to delivery of contract services either on an actual basis or a per diem and mileage basis; expenses for meetings and conferences, if the primary purpose is the dissemination of technical information relating to contract services. Purchased transportation is allowable if required for the delivery of contract services. Reimbursement for travel shall not exceed maximum Summit-Medina Workforce Development Board policy reimbursement rates. **Out of State Travel Is Not Reimbursable.** 

<u>Consumable Supplies</u> - The costs of materials and supplies are allowable. Direct charges to services should be based upon the actual price less cash discounts, trade discounts, rebates, and allowances. Consumable supplies are those items which will be used up within one year.

<u>Indirect Costs</u> - Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. The allocation of indirect costs may be determined by any method, assuring that the distribution is equitable. A suggested method of allocating indirect cost is to divide the direct delivery staff costs of the specific service area by the total direct delivery staff costs of the entire agency. This percentage is then applied to the indirect cost pool. Allowable indirect costs for the indirect cost pool include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel administration and payroll preparation, procurement services and general administrator's office. **Administrative/indirect costs are limited to 7.5%.** 

<u>Miscellaneous</u> - Allowable miscellaneous costs include memberships and subscriptions, reference materials, printing and reproduction, proposal preparation, mailing and postage and any other costs incidental to the delivery of service.

#### UNALLOWABLE COSTS:

<u>Bad Debt</u> - Losses arising from **UNCOLLECTIBLE** accounts and other claims and related costs are unallowable.

<u>Contingencies</u> - Contributions to a contingency reserve or any similar provision for unforeseen events are unallowable.

<u>Contributions and Donations</u> - Outlays of cash with no prospective benefit to the contracting agency or program are unallowable.

**Entertainment** - Costs of amusements, social activities, and related cost are unallowable.

<u>Advertising</u> - Costs of advertising with the exception of contract related recruitment needs, procurement of scarce items, disposal of scrap and surplus is unallowable.

<u>Fines and Penalties</u> - Costs resulting from violations of, or failure to comply with, laws and regulations are unallowable.

<u>Interest and Other Financial Costs</u> - Interest on borrowings, bond discounts, or any cost of financing or refinancing operations are unallowable.

<u>Costs Borne by Other Federal or State Programs</u> - Any costs specifically subsidized by other state or federal dollars are unallowable and must be deducted from the applicable line items prior to unit rate computation.

<u>Clothing</u> - Clothing for eligible individuals or employees is unallowable. Any materials or supplies, including work uniforms, shoes, etc. for eligible participants are allowable as "Supportive Services".

<u>Cash Payments</u> - Cash payments to eligible individuals such as a cash allowance to children in residential treatment are unallowable.

<u>Sabbatical Leave</u> - Payment of any sabbatical leave is unallowable.

<u>Fundraising</u> - Cost of activities to raise monies to support the Provider program is unallowable.

<u>Education</u> - Cost activities provided by the public schools that are free of charge to the general public is unallowable.

# INSTRUCTIONS FOR PREPARATION OF A YOUTH EMPLOYMENT AND EDUCATION SERVICES BUDGET

The budget for the program of services offered by the Provider must reflect efficient administration and good management practices. Anticipated expenditures shown on the budget must be reasonably in line with those of similar service Providers providing comparable services.

The budget is to be completed for a period of one year. Separate budgets must be submitted for separate locations.

#### **BUDGET FORMS EXPLANATION**

- 1. Budget Form A This is the total requested budget for the project
- 2. Budget Form B List all staff positions subject to reimbursement. Indicate whether filled (F) or vacant (V). If the position is vacant, the annual salary must be prorated to reflect the date the position is expected to be filled. If an individual functions in more than one capacity, segregate the position titles, and properly allocate the salary to the specific functions.
  - The number of hours per week the individual works to earn the listed salary. This should correspond to the position descriptions mentioned in Budget Form A.
- 3. Budget Form C Indicate the employer share of fringe benefits relevant to the salary of listed staff. These costs are to reflect actual established rates less any cost subsidy by state or federal monies.
- 4. Budget Form D List all operating, equipment, supplies and miscellaneous expenses requested to provide direct services. Under "type of acquisition" list of item is to be leased or purchased.
- 5. Budget Form E List all support services expenses needed to help participant become employable.
- 6. Budget Form F Show programs' indirect cost that apply to program.
- 7. Budget Narrative Describe how the specific **requested funding will** be used in contract operations.
- 8. Provide a copy of an additional set of budget forms to report information on current and carryover Youth Participants being served (if applicable).

## **BUDGET FORM A**

| Contact Person                           |  |  |
|--|--|--|
|  |  |  |
| BUDGET                                   |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| s Cost                                   |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| xceed 7.5% of total budget (See Budget ) |  |  |
|  |  |  |

## **SUPPORTING SCHEDULE**

Budget Form A.
Detailed <u>Direct</u> Service Costs

| Contact Person:        |        |
|------------------------|--------|
| Program Name:          |        |
| COST CATECORIES        | DUDGET |
| COST CATEGORIES        | BUDGET |
| Direct Salaries        |        |
| Direct Fringe Benefits |        |

**Provider Name:** 

**Total Direct Services Expense** 

# STAFF SALARIES BUDGET FORM B

| Agency Name   |       |
|---|-------|
|   |       |
| Detailed staff listing - enter data for each person charged to this con | tract |

| Position<br>Title | Position Filled or Vacant F/ V | Rate of Pay<br>per Hour | Hours<br>per<br>Week | Number<br>of<br>Weeks | Total | Salary –<br>Non Direct<br>Service | Salary -<br>Direct<br>Service |
|-------------------|--------------------------------|-------------------------|----------------------|-----------------------|-------|-----------------------------------|-------------------------------|
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       | _                                 |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |
|                   |                                |                         |                      |                       |       |                                   |                               |

# BUDGET FORM C FRINGE BENEFITS

| Agency Name |  |  |  |
|-------------|--|--|--|
|             |  |  |  |

Detailed benefit listing - enter data for all person charged to this contract

| Categories              | Rate of<br>Benefits | Expenses Non<br>Direct Service | Direct<br>Service | Total |
|-------------------------|---------------------|--------------------------------|-------------------|-------|
| State Unemployment Comp |                     |                                |                   |       |
| Federal Unemp. Comp     |                     |                                |                   |       |
| Retirement              |                     |                                |                   |       |
| P.E.R.S. or equivalent  |                     |                                |                   |       |
| Health Insurance        |                     |                                |                   |       |
| F.I.C.A.                |                     |                                |                   |       |
| Workers' Compensation   |                     |                                |                   |       |
| Other (specify)         |                     |                                |                   |       |

## **BUDGET FORM D**

# Operation Expenses/Equipment/Insurance/Supplies/Materials/Miscellaneous

Agency Name \_\_\_\_\_

| Detailed listing of Operating Expenses/Supplies/Miscellaneous items to this contract |          |       |       |                     |  |  |
|--|----------|-------|-------|---------------------|--|--|
| Description of Item  | Quantity | Price | Total | Type of Acquisition |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |
|  |          |       |       |                     |  |  |

# BUDGET FORM E SUPPORT SERVICES COSTS

| Agency Name   |  |
|---|--|
| -   |  |
| Detailed listing of Support Services Costs to this contract |  |

| Description of Item | Quantity | Price | Total | Type of Acquisition |
|---------------------|----------|-------|-------|---------------------|
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |
|                     |          |       |       |                     |

## **BUDGET FORM F**

## INDIRECT COSTS APPLICABLE TO THIS PROGRAM

| Agency Name: |  |  |
|--------------|--|--|
|              |  |  |

**Indirect Cost Instructions** 

<u>Direct staff program costs</u> - Enter the annual direct delivery staff costs for contract services provided by the contracting agency.

<u>Direct staff total costs</u> - Enter the annual direct delivery staff costs for all services provided by the contracting agency.

<u>Indirect cost pool</u> - Enter the total indirect cost, as defined in the Budget Guidelines, excluding any direct service cost. Records substantiating development of the indirect cost pool must be maintained by the Provider agency.

<u>Percent of indirect costs applicable to contract</u> - Divide direct staff program costs by agency total direct staff costs to arrive at the percentage of costs applicable to contract service(s).

<u>Indirect cost for contracted services</u> - Multiply indirect cost pool by percent of indirect costs applicable to contract service(s).

Note: Indirect cost rates may be developed by any method which produces an equitable distribution. The above is a suggested method of arriving at an indirect costs rate for the contract. If another method is used, describe the computation for arriving at the indicated indirect cost rate in a separate **attachment**.

| PROGRAM<br>DIRECT STAFF<br>COST | AGENCY<br>DIRECT STAFF<br>TOTAL COSTS | PERCENT INDIRECT<br>COST APPLICABLE<br>TO CONTRACT* | INDIRECT COST<br>POOL | INDIRECT COST<br>FOR<br>CONTRACTED<br>SERVICE |
|---------------------------------|---------------------------------------|---|-----------------------|---|
| \$                              | \$                                    | %   | \$                    | \$  |

<sup>\*</sup>Maximum of 7.5%

### INSTRUCTIONS FOR A BUDGET NARRATIVE

ALL SOURCES OF ANTICIPATED INCOME FOR PROJECT PERIOD: Provide a narrative for each funding source identified on the proposed project budget form. For sources other than proposed service, explain funding time frames, restrictions (if applicable), cash match sources, anticipated client fees and in-kind sources.

LINE ITEM BUDGET: Provide documentation on how each line item was calculated for each section identified in the proposed budget. Include why the request is necessary for the project. Identify the use of service funds and any other funds.

## Examples:

| Staff Costs   | Amount<br>of<br>Request | Other<br>Funds | <u>Total</u> |
|---|-------------------------|----------------|--------------|
| Project Director: This full-time position was computed by the rate of pay () x the number of hours per year (2,080) = \$xx,xxx. Salary paid with 50% WIOA funds and 50% with Foundation funds. The Project Director will provide administrative oversight of the project                      | \$xx,xxx.00             | \$xx,xxx.00    | \$xx,xxx.00  |
| Payroll Related Expenses:   |                         |                |              |
| Fringe benefits include FICA at x% ( ), Medicare at x% ( ), unemployment insurance at x% ( ) and Workers Compensation at x% (\$ ). These percentages are calculated on total cost of salaries (\$xx,xxx). Approximately 50% of each benefit is paid by WIOA and 50% by xxxx Foundation funds. | \$xx,xxx.00             | \$xx,xxx.00    | \$xx,xxx.00  |
| Material Costs  |                         |                |              |
| Assessment Tools" "   | \$xx,xxx.00             | \$ xx,xxx.00   | \$xx,xxx.00  |

## **Examples of Monthly Fiscal Reports:**

# Monthly Request for Funds

|  | Report Period           | Request No. |   |
|--|-------------------------|-------------|---|
| I. Name and Addr   | ess of contracting orga | nization    |   |
| Cash received to one Total available fur Cash disburse Total Amount requ | nds<br>ed to date       |             |   |
|  | and that all disburse   |             | and belief this report is en made for the purpose |
| Signature of Authori   |                         |             |   |
| Typed or printed na  |                         |             |   |
| Date   |                         |             |   |
| Telephone number_  |                         |             |   |
| E-mail addresss  |                         |             |   |

## Monthly Request for Funds - Instructions

**Report period** – Enter the month day and year for this request

<u>Request number</u> – Enter the number of requests made

<u>Name and address</u> – enter the name and address as it appears on your agreement. This is to whom checks will be made payable and sent.

<u>Cash received to date</u> - enter the cumulative amount of cash your organization has received

**Total available funds** – enter the total amount awarded in the contract

<u>Cash disbursed to date</u> – list the total amount previously requested, but not received at the time this request was prepared.

<u>Total amount requested</u> – enter the amount of reimbursement requested with this form. The amount requested must equal the sum of all supporting documentation attached.

<u>Certification</u> – an authorized official must sign this form. The name and title of the signer is to be typed on the next line. Enter the telephone number of the signer. Enter the date that the form is prepared

# Monthly Expense Report Direct Service

| Provider Name    |  |
|------------------|--|
| Contact Person   |  |
| Reporting Period |  |

| Cost Categories    | Budget | Current Month<br>Expenditure | Cumulative<br>Expenditure | Budgetary Balance |
|--------------------|--------|------------------------------|---------------------------|-------------------|
| Salaries           |        |                              |                           |                   |
| Fringe Benefits    |        |                              |                           |                   |
| Total salaries and |        |                              |                           |                   |
| fringe benefits    |        |                              |                           |                   |
| Building rent      |        |                              |                           |                   |
| Building           |        |                              |                           |                   |
| maintenance        |        |                              |                           |                   |
| Business Expense   |        |                              |                           |                   |
| Duplicate/Printing |        |                              |                           |                   |
| Equipment          |        |                              |                           |                   |
| Maintenance        |        |                              |                           |                   |
| Equipment Lease    |        |                              |                           |                   |
| Equipment          |        |                              |                           |                   |
| Purchase           |        |                              |                           |                   |
| Insurance          |        |                              |                           |                   |
| Membership         |        |                              |                           |                   |
| Office Supplies    |        |                              |                           |                   |
| Professional       |        |                              |                           |                   |
| Services           |        |                              |                           |                   |
| Telephone          |        |                              |                           |                   |
| Vehicle Expenses   |        |                              |                           |                   |
| Miscellaneous      |        |                              |                           |                   |
| Expense - list     |        |                              |                           |                   |
|                    |        |                              |                           |                   |
| Total Direct       |        |                              |                           |                   |
| Service Operating  |        |                              |                           |                   |
| Expenses           |        |                              |                           |                   |

This expense report is designed to track actual expenses by category and line item. It is also used to compare expenditures with the approved budget; therefore, if it is anticipated that a line item will be exceeded, a budget amendment must be prepared and submitted to the Summit-Medina Workforce Development Board's Fiscal Agent. No modification to the budget will be allowed between the cost categories without prior, written approval of the Summit-Medina Workforce Development Board. No expenditure will be allowed in excess of the total cost category approved budget.

# Monthly Expense Report Administrative

| Provider Name    | <br>_ |
|------------------|-------|
| Contact Person   | <br>  |
| Reporting Period |       |

| Cost Categories    | Budget | Current     | Cumulative  | Budgetary |
|--------------------|--------|-------------|-------------|-----------|
| O                  | 9      | Month       | Expenditure | Balance   |
|                    |        | Expenditure | 1           |           |
| Salaries           |        |             |             |           |
| Fringe Benefits    |        |             |             |           |
| Total salaries     |        |             |             |           |
| and fringe         |        |             |             |           |
| benefits           |        |             |             |           |
| Building rent      |        |             |             |           |
| Building           |        |             |             |           |
| maintenance        |        |             |             |           |
| Business           |        |             |             |           |
| Expense            |        |             |             |           |
| Duplicate/Printing |        |             |             |           |
| Equipment          |        |             |             |           |
| Maintenance        |        |             |             |           |
| Equipment Lease    |        |             |             |           |
| Equipment          |        |             |             |           |
| Purchase           |        |             |             |           |
| Insurance          |        |             |             |           |
| Membership         |        |             |             |           |
| Office Supplies    |        |             |             |           |
| Professional       |        |             |             |           |
| Services           |        |             |             |           |
| Telephone          |        |             |             |           |
| Vehicle            |        |             |             |           |
| Expenses           |        |             |             |           |
| Miscellaneous      |        |             |             |           |
| Expense - List     |        |             |             |           |
| Total              |        |             |             |           |
| Administrative     |        |             |             |           |
| Expenses           |        |             |             |           |

## \_. Assurances and Other Forms

| These assuranc<br>agreement betv<br>referred to as th | veen the Su   | mmit-Medir | •      | •     | •         | ,      |         |       |      |
|---|---------------|------------|--------|-------|-----------|--------|---------|-------|------|
|   |               |            |        |       | hereinaft | ter re | eferred | to as | the  |
| 'Provider". The<br>parties hereto.                    | e obligations | contained  | herein | are c | ontinuing | and    | binding | upon  | both |

- 1. The Provider specifically obligates itself to comply with all the provisions of the Workforce Innovation and Opportunity Act (WIOA) and Comprehensive Case Management Employment Program (CCMEP) policies of the WDB and all federal and state regulations promulgated by the U.S. Department of Labor and State of Ohio pursuant thereto. WIOA law and regulations, as well as CCMEP Rules are hereby fully incorporated by reference into this agreement.
- 2. The Provider assures and certifies that the program funded under the WIOA portion of the CCMEP shall be administered in full compliance with all the applicable federal, state, and local laws and regulations and the policies of the recipient. Any program to be operated shall be consistent with the program design, mandated performance standards, level of services and budgetary information as outlined in the grant.
- 3. The Provider shall comply with the administrative requirements and procedures and OMB Circulars as established and applicable as they relate to the application, acceptance, administrative requirements and procedures.
- 4. It is understood by and between the parties that in the event the WDB's funding is terminated by the U.S. Department of Labor and/or the State of Ohio, neither the recipient nor the sub-recipient is obligated to continue performance of this agreement after receiving notice that funding has been terminated.
- 5. If, through any cause, it appears to the WDB that the Provider: (1) has failed to fulfill in a timely manner its obligations under this agreement, (2) has violated federal, state, or local laws, regulations or policies or (3) has failed to make satisfactory progress so that effective performance of the Provider is substantially endangered, the WDB shall thereupon have the right to terminate this agreement, by giving written notice to the Provider of such termination and specify the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Provider under this agreement shall at the option of the WDB become its property.
- 6. The Provider, upon receipt of notice to suspend or terminate operations, shall cease work on the suspended activities, take all necessary or appropriate steps to cease disbursements and minimize costs, and furnish a report, as of the date of receipt of notice, including the work, results accomplished, conclusions resulting there from and such other matters as the WDB may require. The WDB may calculate any funds to be paid to the Provider after notice of suspension or termination by considering the total amount work

- completed prior to receipt of notice of suspension or termination, less any funds previously paid by the WDB, provided that the activities and services performed are in accordance with the conditions of the grant. In no event shall claims exceed the amount stated in the grant. The WDB shall determine the reasonableness of final costs as well as the method of computation and shall not be liable for any further claims. Any payments made prior to notice of suspension or termination for services, which have not been rendered, shall be returned immediately to the WDB.
- 7. In administering programs under the CCMEP, the signatory of the Provider assures and certifies that it possesses legal authority to apply for a grant and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Provider's governing body, authorizing the submission in response to the RFP including all understandings and assurances contained therein, and directly authorizing the person(s) identified as the official representative (s) of the Provider to act in connection with the application and to provide such additional information as may be required as well as to bind the Provider to this grant agreement and to future agreements, provisions and/or conditions relating to the Provider during the course of the program year.
- 8. Non-governmental Providers shall not co-mingle the WIOA funds with any other funds and shall establish and maintain separate accounting records for the management of the funds under the Provider. The Provider shall not loan any funds under this grant.
- 9. The Provider shall be responsible for all funds received under this grant and shall be responsible for all the actions of its subcontractors. The Provider shall establish such management and fiscal systems and reports as are necessary to maintain effective controls and safeguards to eliminate abuses in the program and prevent any misuse of funds. All Provider subcontracts entered into the Provider are subject to review and shall be made available upon request by the WDB.
- 10. The Provider agrees to hold the WDB harmless from any and all liabilities or claims caused by or resulting from the work described herein. In the event that the federal or state government, directly or through its agencies, shall require the WDB repay funds because of misfeasance, malfeasance, or nonfeasance by the Provider, the Provider shall pay on demand any funds, which the federal or state government has ordered repaid.
- 11. The Provider shall administer procurement systems for all goods, services and contracts that reflect applicable state and local law, rules and regulations.
- 12. The Provider accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions and any and all other employer taxes and payroll deductions required for all employees, trainees, work experience participants and any other person receiving monetary benefits as a result of the Provider's programs.
- 13. The Provider will comply with the applicable provisions of the Hatch Act, which limit the political activity of employees. The Provider will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by, a desire for private gain for

- themselves or others, particularly those with whom they have family business or other ties.
- 14. The Provider shall ensure that every officer, director, agent, or employee authorized to act on behalf of the Provider in receiving or depositing funds into program accounts, or in issuing financial documents, checks or other instruments of payment for program costs shall be bonded to provide adequate protection against loss.
- 15. The Provider shall not purchase non-expendable personal property, real property or equipment for administrative and/or programmatic purposes with federal funds prior to negotiations with and written approval from the WDB.
- 16. The Provider shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for six (6) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, an audit has not been completed or if a claim is instituted involving the Provider agreement covered by these records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from the CCMEP.
- 17. The Provider hereby certifies that if they are an executive agency lobbyist or employ one that they have registered and otherwise complied with ORC 121.69. Failure to register as a lobbyist or otherwise comply with those requirements constitutes a material breach of grant conditions, which may result in sanctions including refusal by the WDB.
- 18. At any time during normal business hours and as often as the WDB, the U.S. Comptroller General, and the Auditor of the State of Ohio may deem necessary, the Provider shall make available to the WDB for examination all of its records with respect to all matters covered by this agreement. The WDB, the U.S. Comptroller General, and the Auditor of the State of Ohio shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records or personnel, conditions of employment, and other data relating to all matters covered by this agreement. In addition, the following conditions shall apply:
  - The WDB shall have the authority to examine the books and records used by the Provider in accounting for expenses incurred under this agreement. Should these books and records not meet the standards of the accepted accounting practices of the WDB, the WDB reserves the right to withhold any or all of its funding to the Provider until such time as they do meet these standards
  - The WDB shall have the authority to examine all forms and documents used, including, but not limited to, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Provider until such time as they do meet these standards.
  - The WDB may require the Provider to use any or all of the WDB's accounting or administrative procedures used in the planning,

- controlling, monitoring, and reporting of all fiscal matters relating to this agreement.
- The WDB reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office or any branch office or other locations of the Provider if any sites or the activities performed thereon have any relationship to the programs covered by this agreement.
- The WDB shall have the authority to make physical inspections and to require such physical safeguarding devises such as lock, alarms, safes, fire extinguishers, etc., to safeguard property and/or equipment authorized by this agreement.
- Subject to the discretion of the WDB, certain authorized members of the WDB shall have the right to be present at any and all of the Provider's staff meetings, Board of Directors meetings, advisory committee meetings and advisory board meetings if an item to be discussed is an item of this agreement. When a fiscal or special audit determines that the Provider has expended funds which are questioned under the criteria set forth herein, the Provider shall be notified and given the opportunity to justify questioned expenditures prior to the WDB's final determination of the disallowed costs, in accordance with the procedures established under the CCMEP.
- 19. Standards of Conduct; The Provider agrees that in administering this agreement it will comply with the standards of conduct, hereinafter specified for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
  - General Assurance; Every reasonable course of action will be taken by the Provider in order to maintain the integrity of these expenditures of public funds and to avoid any favoritism or questionable or improper conduct. This grant will be administered in an impartial manner, free from personal, financial or political gain. The Provider, its executive staff and employees, in administering this grant, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or personal gain.
  - Conducting business involving relatives; No relative by blood, adoption, or marriage of any executive or employee of the Provider shall receive favorable treatment for enrollment into services provided by, or employment with, the Provider. The Provider shall also avoid entering into any agreement for service with a relative by blood, adoption or marriage. When it is in the public interest for the Provider to conduct business (only for the purpose of services to be provided) with a relative, the Provider shall obtain written approval form the WDB before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
  - Conducting business involving close personal friends and associates;
     Executives and employees of the Provider will be particularly aware of the varying degrees of influence that can be exerted by the personal friends and associates and, in administering the grant, will exercise

- due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Provider to conduct business with a friend or associate of an executive or employee of the Provider, the Provider shall maintain a permanent record of the transaction.
- Conducting business involving related entities; No entity with which the Provider has any financial interest or control shall receive favorable or preferential treatment from the Provider in any expenditure of funds for services, excluding administrative, under this grant. When it is in the public interest for the Provider to conduct business (only for the purpose of services to be provided) with a related entity, the Provider shall obtain written approval from the WDB before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.
- Avoidance of conflict of economic interest; An executive, officer, agent, representative, or employee of the Provider will not solicit, accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Provider. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under the grant.
- 20. No WIOA funds shall be used in any way to promote or oppose unionization.
- 21. Health and safety standards and child labor laws established under State and Federal law, otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under CCMEP who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act, the Secretary of Labor shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.
- 22. To the extent that a State Worker's compensation Law is applicable, workers' compensation benefits in accordance with such law shall be available with respect to injuries suffered by participants. To the extent that such law is not applicable, each Provider of services under the CCMEP shall secure insurance coverage for injuries suffered by such participants in accordance with regulations prescribed by the Secretary of Labor or State of Ohio.
- 23. Provider will comply with all provisions of the WIOA, CCMEP, Title VI and VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act, the Age Discrimination Act and other applicable nondiscrimination laws. The Provider assures further that no portion of its CCMEP services will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief that it will target employment and training services to those most in need of them. The Provider shall comply with all applicable provisions of the Americans with Disabilities Act.
- 24. The Provider that is party to a cost reimbursement contract or performance-based contract with advance shall insure that every officer, director, agent, or employee authorized to act on behalf of the Provider in receiving or depositing funds into program accounts or in issuing financial documents,

checks, or the disbursements of funds for program costs shall be bonded in the amount of the lesser of \$100,000 or the largest advance paid by the WDB to the Provider. Original documentation of the bond shall be supplied the WDB.

# **Qualification Statement Professional Services**

|                              | Date Received:                              |  |  |  |  |
|------------------------------|---|--|--|--|--|
| Service:                     |   |  |  |  |  |
| Name of Business Entity:     |   |  |  |  |  |
|                              |   |  |  |  |  |
| Address:                     |   |  |  |  |  |
| Telephone:                   | Fax:  |  |  |  |  |
| Web Page:                    | Email:                                      |  |  |  |  |
| If Business, Form:           |   |  |  |  |  |
|                              | (Corporation, Partnership, etc.)            |  |  |  |  |
| Branches or Additional Lo    | ocations, if any:                           |  |  |  |  |
| If Partnership, List all Par | tners:                                      |  |  |  |  |
| Length of Time in Busines    | ss or Practice:                             |  |  |  |  |
| Statements of Services A     | vailable (Include Areas of Specialization): |  |  |  |  |
|                              |   |  |  |  |  |
| Description of Service Fa    | cilities (Personnel, Equipment, Resources): |  |  |  |  |
|                              |   |  |  |  |  |
|                              |   |  |  |  |  |
| Experience:                  |   |  |  |  |  |
|                              |   |  |  |  |  |
|                              |   |  |  |  |  |

If additional information or space is required, submit a typed concise summary on 8 1/2" X 11" plain bond paper.

#### 177.04 DISADVANTAGED BUSINESS PREFERENCE

- a. In determining the qualifications of Respondents, the Summit-Medina Workforce Development Board (WDB) shall exercise a preference for bids from disadvantaged businesses as provided herein.
- b. Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid, or ten thousand dollars (\$10,000), whichever is less.
- c. Preference shall not apply as provided in this section where prohibited by State or Federal law or regulation.
- d. No Respondent shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000), whichever is less.
- e. <u>Definitions.</u> For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
  - 1. Disadvantaged business" means either a small business (including a sole proprietorship, partnership, corporation or joint venture of any kind) that is owned and controlled by the United States citizens and residents of Ohio who are members of an economically disadvantaged group (which includes minorities, females and persons with disabilities) or any governmentally owned and operated sheltered workshop for the mentally retarded and developmentally disabled located within the State of Ohio.
  - 2. "Owned and controlled" means that at least fifty-one percent (51%) of the business is owned by persons who belong to an economically disadvantaged group as provided in subsection (e)(1) hereof, and that such owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. If the business is a corporation, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the board of directors; the principal executive officers; and ownership in shares of every class of stock. If the business is a partnership, at least fifty-one percent (51%) of each class of partnership interest must be owned by partners belonging to an economically disadvantaged group. If the business is a sole proprietorship, the proprietor must be a member of an economically disadvantaged group and own the entire interest in the capital, assets, profits and losses of the business, not including mortgages and other types of financial arrangements secured by assets or bonds secured by revenues. If the business is a joint venture, at least fifty-one percent (51%) of the joint venture must be controlled by economically disadvantaged persons, one (1) or more of such persons being designated as the joint venture manager, and such persons have an interest in the capital, assets, profits and losses of the joint venture proportionate to their percentage of ownership.

- 3. "Minority" means African-Americans, Native Americans, Hispanics and Southeast Asians
- 4. "Persons with disabilities" means individuals with physical or mental impairment that substantially limits one or more of the major life activities of such individuals, individuals with a record of such impairment, or individuals regarded as having such an impairment
- 5. "Small business" means any business having twenty-five (25) or fewer employees or less than one million dollars (\$1,000,000) in annual gross sales
- f. <a href="Procedure">Procedure</a> In order to qualify for preference, Respondents must be certified as a disadvantaged business prior to the advertisement for bids or other announcement for quotes by the WDB and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. Respondents shall provide in their response to any bid or quote written evidence of their certification by the State of Ohio or appropriate agency of the Federal government that the Respondent is currently recognized as a business owned and operated by a minority, female, or person with a disability. If no State or Federal agency exists for such certification, then the Respondent shall submit, prior to bidding, an affidavit containing such information as the Executive deems necessary to determine if the business is owned and operated by a minority, female or person with a disability, and such affidavit shall be certification thereof, employees or less than one million dollars (\$1,000,000) in annual gross sales.
- g. <u>Prohibition: Deceptive Bidding.</u> No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates or participates in the operation of a disadvantaged business.
- h. <u>Penalty</u>. Whoever violates subsection (g) hereof, is guilty of deceptive bidding, a misdemeanor of the first degree. In addition to the penalty provided by this section or any other penalty provided by law, any person convicted of a violation of subsection (g) hereof, shall forfeit to the WDB a sum not less than the amount of their bid and shall be debarred from contracting with the WDB for eight (8) years.

(Ord. 2000-202. Adopted 5-22-00.)

| Signature of Authorized Officer of Organization Date | Include below the siç<br>qualifies. | gnature of a | an official | of the | organization | if the | organization |
|--|-------------------------------------|--------------|-------------|--------|--------------|--------|--------------|
|  | Ciamatuma of Authoria               | ad Officer o | f Organiza  | 4100   |              |        |              |

## **Proprietary Statement**

We are aware that pursuant to Ohio Revised Code (ORC) 149.43 all quotes received by the Summit-Medina Workforce Development Board (WDB) are subject to release under ORC 149.43, with the only exception being information contained within that is considered a "trade secret"

A "trade secret" is defined in ORC 1333.61 as information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers. In order to meet the definition of a "trade secret" the information in question must satisfy the following two pronged test:

- It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by others person who can obtain economic value from its disclosure or use.
- It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

It is WDB's policy prior to release of any quote information due to a Public Records Request to contact the Provider(s) in question and ensure no trade secrets are contained in the materials presented. If you believe any of the information contained in your Proposal is a trade secret, please provide a letter identifying the information considered to be a trade secret, and explaining how the information satisfies the above test. If no information included in the Proposal is believed to be a trade secret, please provide a letter stating such.

| SIGNATURE OF AUTHORIZED OF | FICER OF ORGANIZATION |
|----------------------------|-----------------------|
| Name & Title               | Organization          |
| Printed Name & Title       |                       |

## LEVERAGED RESOURCES

| Agency |      |      |
|--------|------|------|
| Name   | <br> | <br> |

| Type of Resource | Brief<br>Description | Amount | Source |
|------------------|----------------------|--------|--------|
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |
|                  |                      |        |        |

List any other resources that contribute to the delivery of the proposed program. Type of resource could be wages, staff, operating, etc. Amount is the cost of the contribution. Source is where the contribution is coming from. **Do not include in the budget pages.** 

## M. PROPOSAL CHECKLIST

| Proposing Organization: |  |
|-------------------------|--|
|-------------------------|--|

| Proposal Section                           |   |  |  |
|--|---|--|--|
| Proposal Signature Sheet (A)               |   |  |  |
| Provider Contact Information Worksheet (B) |   |  |  |
| Proposal Table of Contents (C)             |   |  |  |
| Organization Descrip                       | otion (D)                               |  |  |
| Program Description                        | (E)                                     |  |  |
| Position Description                       | Information (F)                         |  |  |
| Evaluation and Moni                        | toring Tools (G)                        |  |  |
| Exhibits (H)                               |   |  |  |
| Requested Attachme                         | ents (I)                                |  |  |
| Appendix (J)                               |   |  |  |
|  | Non-Collusion Affidavit                 |  |  |
|  | Monitoring and Evaluation               |  |  |
|  | Subcontractor Disclosure                |  |  |
|  | Declaration of Property Tax Delinquency |  |  |
|  | EEO Statement (notarized)               |  |  |
|  | Computer Capabilities                   |  |  |
|  | Proprietary Statement                   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
| Budget Packet (K)                          |   |  |  |
| Due 10:00 A.M. Eastern on May 31, 2016     |   |  |  |