

**Area 20 RFP Proposal Cover Sheet/Signature Page**

Workforce Innovation and Opportunity Act (WIOA)  
 OhioMeansJobs (OMJ) Center Operator and Career Services Provider  
 Area 20 Workforce Development Board  
 4465 Coonpath Rd. NW, Carroll, OH 43112

Respondent Organization's Name:					
Street Address:					
Mailing Address:					
City, State, ZIP:					
Contact Name, Title:					
Email and Phone Number:					

Counties in which Bidding for Services?	Fairfield	Hocking	Pickaway	Ross	Vinton

In the charts below, please list the budget totals based on OMJ Operations and Career Services. Please write "n/a" if not applicable.

<b>OMJ Center Operations</b>			
	Adult	DW	Total
General			
Direct Customer			
Other			
Total			

<b>Career Services</b>			
	Adult	DW	Total
General			
Direct Customer			
Other			
Total			

Name and Title of Person Authorizing this Proposal: \_\_\_\_\_

Signature and date of Person Authorizing this Proposal: \_\_\_\_\_

**Workforce Innovation and Opportunity Act  
Memorandum of Understanding  
for  
Local Workforce Area 20**

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the OhioMeansJobs centers. The Workforce Innovation and Opportunity Act (WIOA) requires management of the local workforce development system to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

This Memorandum of Understanding (MOU), executed in accordance with WIOA Section 121, documents the roles, responsibilities, and funding commitments as negotiated and mutually agreed upon by all parties for the operation and funding of the local workforce development system and the OhioMeansJobs center(s) in the local workforce area (LWA). All parties agree to execute this MOU in good faith and expressly understand that it is not a legally enforceable agreement.

**Parties**

The LWA representatives include: The South Central Ohio Workforce Partnership (SCOWP), which is the local workforce development board (LWDB), Fairfield County Commissioner David Levacy, Hocking County Commissioner Jason D'Onofrio, Pickaway County Commissioner Jay Wippel, Ross County Commissioner James Lowe, and Vinton County Commissioner Tim Eberts, which are the local workforce area Chief Elected Officials (CEOs), and Fairfield County Economic Development which is the fiscal agent for purposes of this MOU. The required and additional partners that are parties to this MOU are identified below and referred to collectively as "partners".

**Required Partners – Per WIOA Section 121(b)(1)(B)**

**WIOA Title I Adult and Dislocated Worker (Section 131)**

Fairfield County – Fairfield County OhioMeansJobs Center (OMJ)  
Hocking County – Hocking County OMJ  
Pickaway County – Pickaway County OMJ  
Ross County – Ross County OMJ  
Vinton County – Vinton County OMJ

**WIOA Title I Youth (Section 126)**

Fairfield County – Fairfield County JFS  
Pickaway County – Pickaway County JFS  
Hocking, Ross, and Vinton Counties – SCOJFS

**WIOA Title III Wagner-Peyser Act (29 USC 49)**

Fairfield, Pickaway, Hocking, Ross, and Vinton Counties – ODJFS

**Jobs for Veterans Act (38 USC 41)**

Disabled Veterans' Outreach Program (DVOP) and Local Veterans' Employment Representatives (LVER)  
Fairfield, Pickaway, Hocking, Ross, and Vinton Counties – ODJFS

**Trade Act Title II, Chapter 2**

Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271)  
Fairfield, Pickaway, Hocking, Ross, and Vinton Counties – ODJFS

**Unemployment Insurance (UI) (5 USC 85)**

Fairfield, Pickaway, Hocking, Ross, and Vinton Counties – ODJFS

**WIOA Title II Adult Education and Literacy (Section 206)**  
Fairfield County – Eastland Fairfield Career & Technical Schools  
Hocking County – Ohio University ASPIRE  
Pickaway and Ross Counties – Pickaway Ross Career & Technology Center  
Vinton County – Tri-County Career Center

**Rehabilitation Act, Title I (29 USC 720 et seq)**  
**Vocational Rehabilitation**  
Fairfield, Pickaway, Ross, and Vinton Counties – Opportunities for Ohioans with Disabilities (OOD)

**Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301)**  
**Postsecondary Vocational Education**  
Fairfield County – Eastland Fairfield Career & Technical Schools  
Hocking County – Tri-County Career Center  
Pickaway and Ross Counties – Pickaway Ross Career & Technology Center

**Older Americans Act Title V (42 USC 3056)**  
**Senior Community Service Employment Program (SCSEP)**  
Fairfield, Pickaway, Ross, and Vinton Counties – Vantage Aging

**Social Security Act Title IV-A (42 USC 601. Subject to Subparagraph (C) )**  
**Temporary Assistance to Needy Families (TANF)**  
Fairfield County – Fairfield County JFS  
Pickaway County – Pickaway County JFS  
Hocking, Ross, and Vinton Counties – SCOJFS

**Community Services Block Grant Employment & Training Programs (42 USC 9901 et seq)**  
Program does not exist in area.

**Department of Housing and Urban Development (HUD) – Employment and Training Programs**  
Program does not exist in area.

**WIOA Title I Migrant and Seasonal Farm Worker Programs (Section 167)**  
Program does not exist in area.

**WIOA Title I Native American Programs (Section 166)**  
Program does not exist in area.

**Second Chance Act Programs (34 USC Chapter 605)**  
Program does not exist in area.

**WIOA Title I Job Corps (Section 141)**  
Program does not exist in area.

**WIOA Title I Youthbuild (Section 171)**  
Program does not exist in area.

**Reemployment Services and Eligibility Assessment (RESEA) (42 USC 506)**  
Fairfield, Pickaway, Hocking, Ross, and Vinton Counties - Fairfield County JFS

**Additional Partners – WIOA Section 121(b)(2)**

**No additional partners.**

The Ohio Department of Job & Family Services (ODJFS) through the Office of Workforce Development (OWD) is recognized by the United States Department of Labor (DOL) as the State Workforce Agency responsible for administration and oversight of Ohio's workforce development systems. ODJFS/OWD serves a dual role in that it is also a partner responsible for delivery of Wagner-Peyser/Employment Services, Jobs for Veterans Services Grants programs, Unemployment Insurance Programs, and Trade Adjustment Assistance Programs.

## Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA and is approved by the LWDB and the Chief Elected Officials (CEOs) to be included as a partner in the local workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in a LWA.
- C. **Career Services:** Services that must be provided through the local workforce development system as authorized under each partner's program. Services are listed and defined in Attachment A to this MOU.
- D. **Chief Elected Officials:** When used in reference to a LWA, the chief elected executive officers of the units of general local government in a LWA. The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs that may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received to determine each partner's proportionate share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by CEOs to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the LWA.
- I. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
  - Displaced homemakers.
  - Low-income individuals.
  - Indians, Alaska Natives, Native Hawaiians.
  - Individuals with disabilities (including youth).
  - Older individuals.
  - Ex-offenders.
  - Homeless individuals.
  - Youth that are in, or have aged out of, the foster care system.
  - Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.

- Eligible migrant and seasonal farmworkers.
- Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.
- Single parents—including single pregnant women.
- Long-term unemployed individuals.

J. **Infrastructure Costs:** Per WIOA Section 121(h)(4), the nonpersonnel costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a LWA and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the center, and may include planning and outreach activities.

K. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.

L. **Local Workforce Development Board (LWDB):** The board appointed by a LWA’s CEO(s) to be certified by the Governor or designee per WIOA Section 107. The LWDB is responsible for administration and oversight of the local workforce development system in agreement with the CEO(s) and in collaboration with required and additional partners.

M. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services; employment and training programs and activities; partner programs and activities; related support; and specialized services are made available to workers and employers in a LWA.

N. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. Ohio Revised Code (ORC) Section 6301.08 requires all local workforce areas to use this common identifier. Per WIOA Section 121(e)(4), and Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 16-07, the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.

O. **OhioMeansJobs Center:** Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a LWA and make WIOA programs, services, and activities available to job seekers and employers.

P. **OhioMeansJobs Center Operator:** One or more entities competitively selected by the LWDB in accordance with WIOA Section 121(d) to manage an OhioMeansJobs center and to coordinate OhioMeansJobs service delivery in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.

Q. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner’s program receives from participation in the local workforce development system.

R. **Required Partner:** An entity that carries out one or more of the programs or activities identified in WIOA Section 121(b)(1) that must be made available through the local workforce development system.

S. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.

- T. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program. Partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- U. **Specialized Center:** A site in a LWA that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors/clusters, and includes a process to make referrals to the comprehensive and affiliate OhioMeansJobs centers.
- V. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a LWDB and required partners in a LWA. The method is described in Article VI of this MOU.
- W. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- X. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, which supersedes the Workforce Investment Act of 1998 (WIA) and serves to align and continuously improve workforce, education, and economic development systems and more effectively address the employment and skill needs of workers, jobseekers, and employers.

## **Article I: Local Workforce Development System Description**

- A. **Overview & General Description:** The local workforce development system includes Fairfield, Hocking, Pickaway, Ross, and Vinton Counties, 2 Comprehensive OhioMeansJobs center(s) (Fairfield and Ross), 3 Affiliate center, and 0 Specialized centers as identified in the table below.

Local Workforce Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	Fairfield County OhioMeansJobs Center	229 W. Main St., Lancaster, OH 43130	Fairfield County	8:00am-4:00pm
2.	Pickaway County OhioMeansJobs Center	1005 S. Pickaway St., Circleville, OH 43113	Pickaway County	8:00am-4:00pm
3.	Hocking County OhioMeansJobs Center	389 W. Front St., Logan, OH 43138	Hocking County	8:00am-4:00pm
4.	Ross County OhioMeansJobs Center	475 Western Ave., Chillicothe, OH 45601	Ross County	8:00am-4:00pm
5.	Vinton County OhioMeansJobs Center	30975 Industrial Park Rd., McArthur, OH 45651	Vinton County	8:00am-4:00pm

### **B. Local Administrative Structure**

#### 1. Chief Elected Officials (CEOs):

David Levacy, Fairfield County Board of Commissioners  
210 E. Main St., Lancaster, OH 43130

Jay Wippel, Pickaway County Board of Commissioners  
139 W. Franklin St., Circleville, OH

James Lowe, Ross County Board of Commissioners  
2 N. Paint St., Ste. H, Chillicothe, OH 45601

Jason D'Onofrio, Hocking County Board of Commissioners  
1 E. Main St., Logan, OH 43138

Tim Eberts, Vinton County Board of Commissioners  
100 E. Main St., McArthur, OH 45651

The CEOs are responsible for the selection of the LWDB members, the development of by-laws for LWDB structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).

2. Local Workforce Development LWDB (LWDB):  
Fairfield County Economic Development  
4465 Coonpath Rd NW, Carroll, OH 4311

The Board is responsible for oversight and operation of the local workforce development system, which includes (with agreement of the CEOs) the development of the local plan and the selection of OhioMeansJobs Center Operators.

3. Fiscal Agent:  
Fairfield County Economic Development  
4465 Coonpath Rd NW, Carroll, OH 43112

For purposes of this MOU, the Fiscal Agent is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, and distributing adjusted budgets to partners in accordance with this MOU.

4. Comprehensive OhioMeansJobs Center(s) :

Fairfield County Job and Family Services  
Location Code 1

Provides career services to adults and dislocated workers; hosts company job fairs; provides use of computers and assists users in searching for jobs; hosts veteran services, Wagner-Peyser, unemployment claims, Temporary Assistance to Needy Families, vocational education, mature services, ASPIRE adult education, and Opportunities for Ohioans with Disabilities (OOD); invoicing and collecting payments from partners.

South Central Ohio Job and Family Services (SCOJFS)  
Location Code 4

Provides career services to adults and dislocated workers; hosts company job fairs; provides use of computers and assists users in searching for jobs; hosts veteran services, Wagner-Peyser, unemployment claims, Temporary Assistance to Needy Families, vocational education, mature services, ASPIRE adult education, and Opportunities for Ohioans with Disabilities (OOD); invoicing and collecting payments from partners.

5. Affiliate OhioMeansJobs Center(s) :

Pickaway County Job and Family Services

Location Code 2

Provides career services to adults and dislocated workers; hosts company job fairs; provides use of computers and assists users in searching for jobs; hosts veteran services, Wagner-Peyser, unemployment claims, Temporary Assistance to Needy Families, vocational education, mature services, ASPIRE adult education, and Opportunities for Ohioans with Disabilities (OOD); invoicing and collecting payments from partners.

South Central Ohio Job and Family Services (SCOJFS)

Location Code 3

Provides career services to adults and dislocated workers; hosts company job fairs; provides use of computers and assists users in searching for jobs; hosts veteran services, Wagner-Peyser, unemployment claims, Temporary Assistance to Needy Families, vocational education, mature services, ASPIRE adult education, and Opportunities for Ohioans with Disabilities (OOD); invoicing and collecting payments from partners.

South Central Ohio Job and Family Services (SCOJFS)

Location Code 5

Provides career services to adults and dislocated workers; hosts company job fairs; provides use of computers and assists users in searching for jobs; hosts veteran services, Wagner-Peyser, unemployment claims, Temporary Assistance to Needy Families, vocational education, mature services, ASPIRE adult education, and Opportunities for Ohioans with Disabilities (OOD); invoicing and collecting payments from partners.

7. Specialized OhioMeansJobs Center(s) : none

### **Article II: Agreement Period**

- A. This MOU will be in effect from July 1, 2025, until June 30, 2027, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A of this Article, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2027.

### **Article III: Partner Responsibilities**

WIOA identifies the minimum responsibilities for required partners in each local workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities listed below, unless otherwise specified in this Article. Partners will:

- A. Provide access to partner programs and activities through the local workforce development system.

- B. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
- C. Continue as a party to this MOU and to renewal MOUs for as long as participating as a partner in the local workforce development system.
- D. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
- E. Collaborate with the LWDB to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
- F. Ensure compliance with WIOA Section 188 and the corresponding regulations of 29 CFR 38 regarding programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities and provisions regarding nondiscrimination.
- G. Notify the LWDB and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The LWDB will communicate the changes to the CEOs, Fiscal Agent, OhioMeansJobs center operators, and other partners and will initiate the process to amend this MOU if necessary.
- H. Ensure staff members assigned OhioMeansJobs centers comply with policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies, the more restrictive policy will prevail.
- I. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
- J. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.

#### **Article IV: Coordination of Programs, Services, & Activities**

All parties acknowledge that cooperation among the partners is key to successful service delivery through the local workforce development system, including cooperation among all partner staff assigned to work in the OhioMeansJobs center(s). The parties further acknowledge that although the OhioMeansJobs center operator will make best efforts to maintain cooperation among all partner staff, each party has the responsibility to communicate to their staff the expectation for each to be courteous and professional in their interactions with customers and with other partners' staff.

- A. **Shared Service Delivery**— Services are defined in the Career Services document, included as Attachment A to this MOU and is hereby incorporated. All parties agree that services will be shared among the partners as described in Attachment A and will ensure staff functions or shared services will be covered in the event of staff leave or call off.
- B. **Accessibility** – The partners will implement the strategies described in Attachment A in a manner that ensures access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities.

## Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV, Attachment A, between the OhioMeansJobs center operator(s) and partner programs will be made as follows:

- A. When a customer makes an initial contact, they will complete a General Information/Customer Needs Survey which will provide the reason for their visit.
- B. Customers will have the opportunity to tour the OMJ Center's Resource Room and/or meet with a representative who will provide an initial orientation to better assess the needs of the customer and direct them to the service(s) that will best assist them.
- C. If a customer has multiple needs, the representative will help them determine which Partner would be best suited to serve as their initial contact.
- D. Once a customer has received a service, referrals may be made to any Partner at any time by completing the Area 20 Referral Form.
- E. The completed referral form, indicating needed service(s), is distributed to the appropriate Partner.
- F. Based on the referral information, the Partner receiving the referral will determine if they can proceed with providing the service, or if a consultation with the referral source and/or the customer is necessary.
- G. Referrals can be made:
  - a. Electronically;
  - b. Via direct referral to on-site partner (phone or in-person); or
  - c. Via written documentation (referral form).

## Article VI: Cost Sharing/Infrastructure Funding

Each partner agrees to pay its allocable share of infrastructure and additional costs in proportion to use and the benefit received as negotiated and described herein. All parties agree to use square footage and FTEs as the allocation method to determine each partner's proportionate share of costs.

Local Fiscal Agents will use the County Finance Information System (CFIS) and to enter the budget details and calculate partners' allocable shares of costs under this MOU. CFIS report CT-611 captures all shared costs under this MOU by cost category and partners' shares. The CT-611 will be incorporated as Attachment C, Budget, to this MOU. A copy of the CT-611 Budget will be included when this MOU is distributed for review and signature.

- A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.
  1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent	1. \$17,121.04 (4,141 sq ft) 2. \$6, 266 3,4,5. 113,994.97	Usage of space to meet with clients.

<b>Utilities</b>	<ol style="list-style-type: none"> <li>\$10,321.79 (electric and water, paid as a % per square foot)</li> <li>Utilities paid through rent</li> <li>Electric, water, phones &amp; internet – split as a % per square foot</li> </ol>	Usage of computers and facilities to meet with clients.
<b>Maintenance</b>	<ol style="list-style-type: none"> <li>\$6,500 (11% of agency cost)</li> <li>Split as a % per square foot</li> <li>Split as a % per square foot</li> </ol>	Upkeep of property to convey professional appearance for clients.
<b>Equipment</b>	<ol style="list-style-type: none"> <li>Replacement computers, backup software, direct copier</li> <li>Copier cost allocated to OMJ center; direct copier/scanner/fax cost</li> <li>Computer equipment including replacement of computers</li> </ol>	Clients use computers for job search, resume preparation, skills testing, and other needs. Clients use copiers for printing resumes and partners use copiers for client information and printing flyers.
<b>Supplies</b>	<ol style="list-style-type: none"> <li>Office supplies including copy paper, envelopes, toner, pens, pencils, paper, flash drives</li> <li>Office supplies including copy paper, envelopes, toner, pens, pencils, paper</li> <li>Office supplies including copy paper, envelopes, toner, pens, pencils, paper</li> </ol>	Paper used for resumes, flyers, etc. Office supplies used for general office use as well as use for clients.
<b>Communication</b>	<ol style="list-style-type: none"> <li>Phones, faxes, email server, etc. are absorbed by county</li> <li>Telephone and long distance, internet access</li> </ol>	Clients use various means of communication to contact employers. Staff uses these means to communicate with clients and employers.
<b>Assessment Software/System</b>	<ol style="list-style-type: none"> <li>Software licenses for general software are absorbed by county</li> <li>Software costs included in purchase or lease of computers</li> <li>Software costs included in purchase or lease of computers</li> </ol>	Software is used for computers for resume preparation, job searches, presentations, etc.
<b>Website Maintenance</b>	<ol style="list-style-type: none"> <li>Fairfield County JFS maintains website for OMJ center at no cost to center</li> <li>OMJ center pays for hosting of website</li> <li>Included with regular JFS sites</li> </ol>	Website is used to communicate with clients regarding programs, job fairs, and trainings.
<b>Tools/Software to support accessibility</b>	No allocation back to OMJ Center	Used for clients with disabilities to help with job search.
<b>Assistive Technology for individuals with disabilities</b>	No allocation back to OMJ Center.	Used for clients with disabilities to help with job search.

2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
Cost	Description/Function	Benefit to Partners
Media Outreach and Advertising	<ol style="list-style-type: none"> <li>\$2,000 – Billboard</li> </ol>	Promote job fairs and hiring events

Center/ Operations Manager	1. 1/3 FTE 2. OMJ Manager – 10% 3,4,5. .50 FTE	Coordinate schedules of OMJ partners, work with staff on improving service, offering new programs, etc.
Receptionist/Greeter	1. 1 FTE – OMJ Center Coordinator, works on rapid response programs and meets with OMJ clientele 2. 1 FTE – Greets clients, works with them on computers and general support 3. .50 FTE charged to OMJ 4. 1 FTE charged to OMJ 5. .25 FTE charged to OMJ	Assist clients with job searches, how to use the computer, answer and guide job seekers.
Fiscal Support Staff	1. .3 FTE charged to OMJ Center	Make sure audit procedures are followed and WIOA funds are being used properly
Technology Support Staff	1. .25 FTE charged to OMJ Center 3,4,5. .25 FTE charged to OMJ	Make sure computers and other communication equipment is running properly. Assist with data entry.

## B. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles. Cost allocations and reconciliations will be calculated and documented in the CT-611 Budget. Quarterly adjustments to the budget as a result of reconciliation will not require an amendment to this MOU.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the Fiscal Agent or designee will compare budgeted costs to actuals and will apply agreed upon allocation methods to determine the actual costs allocable to each partner.
2. The Fiscal Agent or designee will update the budget in CFIS to reflect cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. Fiscal Agent, or designee, will submit the invoices to the partners and send a copy of the updated CFIS CT-611 budget to all parties no later than 45 days after the end of each quarter. The partners understand that the timeliness of preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing Fiscal Agent or designee the necessary cost information. For partners that advance funds to the LWA, the Fiscal Agent need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the Fiscal Agent or designee no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the LWA, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the Fiscal Agent, or designee, and LWDB in writing. The Fiscal Agent will review the disputed cost items and respond accordingly to the partner and LWDB within 30 days of receipt of notice of the disputed costs. When necessary, the Fiscal Agent or designee will revise the invoice and the adjusted budget upon resolution of the dispute.

6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all partners.

C. **State Infrastructure Funding Mechanism**

1. All parties acknowledge that consensus agreement on shared infrastructure costs must be achieved by May 31 of the last year of the MOU period listed in Article II.
2. All parties further acknowledge that WIOA Section 121(h)(2) requires the State to implement a state infrastructure funding mechanism to calculate each required partner's proportionate share of infrastructure costs when consensus agreement cannot be achieved by the stated deadline.
3. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners' proportionate share of costs will be included in this MOU as Attachment D. The state infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, Section A, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

D. **Budget** – as stated, CFIS Report CT-611, included as Attachment C, is the MOU Budget that captures the costs negotiated for this MOU and includes the cost pools, expense types, and allocated costs for each partner. Each partner agrees that it has reviewed the CT-611 Budget and confirmed that the costs included therein accurately reflect their fair share of costs prior to signing this MOU. Should any partner identify a discrepancy between negotiated shares and the CT-611 Budget, it should describe and detail the discrepancy in writing and send it to the Local Fiscal Agent and LWDB Director or designee. Any disputes over costs should follow the procedure outlined in Article X of this MOU.

## **Article VII: Termination/Separation**

A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed; or
3. LWA designations are changed.

B. **Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the LWDB. In such an event:

1. LWDB will provide written notice to all remaining partners and to OWD Grants Management via the WIOA MOU email box: WIOAMOU@jfs.ohio.gov.
2. The LWDB and Fiscal Agent will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners' shared cost amounts.

3. The LWDB will amend this MOU in accordance with Article VIII. The Fiscal Agent will prepare a revised budget that will be included with the notice to amend in accordance with Article VIII, below.
4. All parties must either agree to the revised budget or elect to reconvene and negotiate a new budget within 30 days of the date the notice to amend was sent to all partners. If the consensus of the parties is to reconvene, the parties will set a meeting date mutually agreed upon to accommodate the schedules of all parties, not to exceed 90 days from the date the notice to amend was sent to all parties.

**C. Effect of Termination**

1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
  - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
  - b. Will be subject to and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
  - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
  - d. Must be reported to OWD and, if applicable, to the state agency that administers the partner program. For required partners that get program funds directly from the DOL, the DOL will be notified.
  - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
  - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the LWDB and Fiscal Agent on budget adjustments or other means to defray a cost increase to the remaining partners.
  - g. Will send written notice of the intent to separate to OWD Grants Management and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the LWDB. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Management.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system. However, referrals may be made between the terminating partner and the remaining parties as necessary to ensure customers receive all available services needed.

**Article VIII: Amendment**

A. This MOU and budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:

1. The addition or removal of a partner from this MOU.

2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.

B. All parties agree that amendments involving changes that decrease a partner's contribution to or that have no impact on shared services, cost-sharing, dedicated space, or other negotiated terms need only be signed by authorized representatives of the LWDB, the CEOs, new partners, and partners that will be required to increase contributions of funds or staff hours, reduce the amount of dedicated space, or that will otherwise be impacted by the change(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWDB that includes:
  - a. The requesting party's name.
  - b. The reason(s) for the amendment request.
  - c. Each Article and Section of this MOU that will require revision.
  - d. The desired date for the amendment to be effective.
  - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWDB will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the LWDB. No response by a partner will be considered approval of the requested changes.
3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the LWDB in writing within the specified timeframe.
4. The LWDB will provide a written response to the partner within 15 days of receipt of the partner's questions. The LWDB will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft. If the consensus among partners is to reconvene to negotiate a new MOU and/or MOU Budget, the parties will reconvene in accordance with Article VII.B.4. above.
5. The amendment document will include language that clearly identifies the document as an amendment to the MOU and will, at a minimum:
  - Identify all parties to the MOU.
  - Identify the parties that will be required to sign the amendment.
  - State the reason(s) for the amendment.
  - List the Articles, Sections, and, if applicable, the attachments that will be amended.
  - Identify the date the changes will take effect.

6. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the LWDB for the final signature unless it is an amendment that requires the signatures of all parties, in which case, LWDB must secure all local signatures and submit to ODJFS for final signature.
7. The LWDB will distribute copies of the fully executed amendment to all parties and to OWD.

C. If the LWDB is seeking to amend, the LWDB will provide the details listed in Paragraph 1 and will follow the steps in Paragraphs 2-6 to secure approval from all affected partners and to execute an amendment to the MOU.

D. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.

E. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.

F. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the LWDB, the chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

## **Article IX: Confidentiality**

All parties acknowledge that program participant information and certain other types of information are confidential under federal and state law and that service delivery and other activities conducted by the parties' staff members under this MOU will involve the use of confidential information for more than one partner program. All parties further understand and expressly agree that this MOU does not authorize the use and/or disclosure of confidential data among partner programs.

A. Each partner agency has the sole authority to grant access to its data and will follow the laws and regulations applicable to its data when granting such access. In most cases, a separate data-sharing agreement must be executed between partner programs before staff members of one partner program may access the confidential data of another partner program.

B. Each party will ensure that its staff members who will deliver services through the local workforce development system and in the OhioMeansJobs Centers are informed of the requirements, restrictions, and penalties pertinent to confidential partner program data. All parties will further ensure their staff members are properly trained on the use, protection, disclosure, and disposal of any and all confidential data they will be authorized to access as well as on the procedures, outlined in Section C, below.

C. All parties will implement the following safeguards, which are common across federal and state confidentiality laws:

1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
2. Authorizing access to such staff members in a written statement to be signed by the staff member and his/her immediate supervisor that at a minimum:

- a. Identifies each source of confidential partner program data, the partner program that owns the data, and the partner staff member who will serve as the custodian of the data;
  - b. Describes the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data; and
  - c. Lists the laws, regulations, requirements, restrictions, and the civil and criminal penalties for misuse under applicable federal and state confidentiality laws.
- 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
- 4. Segregating each partner program's confidential data from other data.
- 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
- 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
- 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
- 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
- 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.

D. As appropriate, LWDB will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.

E. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the LWDB, which will ensure that the custodians of the partners that own the data involved are immediately notified of the incident. The partner's data custodian will provide instruction on the actions to take under the federal and/or state laws applicable to their data.

F. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:

- 1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
- 2. The Privacy Act (5 USC 552a).
- 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
- 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.

5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
9. ORC 4141.21, 4141.211, and 4141.22 regarding use and disclosure of Unemployment Compensation records.
10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
14. OAC 4141-43-01 regarding disclosure of Unemployment Compensation information.
15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.
16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.

G. The LWDB or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

## **Article X: Dispute Resolution**

A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.

1. Partner will notify OMJ Center Manager and Area 20 WDB director in writing with description of the dispute.
2. Area 20 WDB director will follow up with partner for more detail.
3. A meeting, via phone or in-person, will be convened within 10 business days of the dispute.
4. If dispute cannot be resolved via negotiations, then move to item B under Article X: Dispute Resolution.

B. The LWDB and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the dispute resolution process.

- C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the LWDB will report the dispute to OWD, which will intervene with the parties to resolve the disputes.
- D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required to initiate the state infrastructure funding mechanism outlined in WIOAPL 16-06 to ensure that infrastructure costs are paid.
- E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that the LWDB and partners have failed to execute an MOU.

## **Article XI: Safety and Security**

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. At a minimum, LWDBs will ensure that local OhioMeansJobs center operators maintain facilities in a manner that will ensure the safety of all staff members working in those locations, which includes, but is not limited to:
  - Maintenance of insurance against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent of actual replacement value through responsible insurance carriers licensed to do business in Ohio.
  - Maintenance of a good state of repair at each OhioMeansJobs center, including, but not limited to: exterior walls; roof; structural portions of the building; windows and sashes; entrance doors; fire escapes; restrooms; sprinkler systems and controls; heating, ventilation, and air conditioning systems; inside stairways and elevators; electrical and plumbing facilities; desks/cubicles and chairs; and custodial services.
  - Posted diagrams of fire exits and tornado safe rooms as well as emergency action plans.
  - Routine fire and tornado drills.
  - Installation of locks on the doors of offices assigned to staff members, who will each be provided a key for each lock. LWDBs and/or OhioMeansJobs center operator(s) will further ensure that no additional copies of the keys will be kept by local staff members to ensure the protection of any confidential data that may be maintained by partner staff members.
  - Maintenance of heating and air conditioning.
  - Maintenance of hot and cold running water and provide safe drinking water.
  - Maintenance of proper lighting at all workstations and in all offices.
  - Completion of preventive maintenance for the OhioMeansJobs center mechanical systems.
  - Timely removal of snow and ice from sidewalks and parking areas on or adjacent to OhioMeansJobs centers.
- C. All parties will ensure that their staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- D. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety or personnel concerns.

E. Each party will ensure staff assigned to work in local OhioMeansJobs centers will follow and adhere to the weather emergency of related policies for each site.

## **Article XII: Limitation of Liability**

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

## **Article XIII: General Provisions**

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

D. **Drug-Free Workplace.** Each party, its officers, employees, members, subrecipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and subrecipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

### **E. Fair Labor Standards and Employment Practices**

1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in visible conspicuous places accessible to all employees and applicants for employment.

4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.

F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.

H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the applicable state ethics laws and regulations as well as its own and the LWA's code of conduct. Each party further agrees that it will not engage in any action(s) inconsistent with any ethics law, regulation, policy or LWA code of conduct, including Ohio Governor's Executive Order 2019-11D.

I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:

- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
- b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

J. **Qualifications to Conduct Business** – Each party affirms that it and any and all subrecipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its subrecipients or subcontractors for any reason, become disqualified from conducting business in Ohio, the affected party will notify LWDB in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

#### **Article XIIIV: Partial Invalidity**

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

#### **Article XV: Counterpart**

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

*Signature page follows*  
*Remainder of page intentionally left blank*

## Attachment E

**Workforce Development Area # 20  
Budget Period From July 1, 2026 To June 30, 2027 OMJ Operator Request for Proposal  
Allocation Example**

<b>Subtotal - Miscellaneous</b>											
<b>Total Costs</b>											



July 9, 2025

**Workforce Innovation and Opportunity Act Policy Letter No. 16-10.1**

To: Chief Elected Officials, Local Workforce Development Board Chairpersons, Local Workforce Development Board Directors, and OhioMeansJobs Center Operators

From: Matt Damschroder, Director

Subject: Certification of the Workforce Delivery System

**I. Purpose**

The purpose of this policy is to outline the requirements for certifying the workforce delivery system in the local workforce development area.

**II. Effective Date**

Immediately

**III. Rescission**

ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 16-10 Certification of the Workforce Delivery System, (May 30, 2017).

**IV. Background**

The workforce delivery system is the cornerstone of the public workforce development system. It is designed to increase access to, and opportunities for the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. The workforce delivery system brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving services.

The Workforce Innovation and Opportunity Act (WIOA) requires the State and local workforce development areas (local areas) to create and maintain a workforce delivery system that enhances the range and quality of education and workforce development services that employers and individuals can access. The system must include at least one comprehensive physical American Job Center (in Ohio, called OhioMeansJobs center) in each local area. The system may also have additional arrangements to supplement the comprehensive center. These arrangements include an affiliate center, a network of affiliate centers and/or specialized centers.

Section 121(g) of WIOA and 20 C.F.R. 678.800 requires the local workforce development board (WDB) to certify the OhioMeansJobs center every three years. Per section 121(g) of WIOA, the State, in conjunction with chief elected officials and local WDBs, must establish objective criteria and procedures for local WDBs to use when certifying the OhioMeansJobs centers. 20 C.F.R. 678.800 allows the local WDB to establish additional criteria, or set higher standards for service coordination, than those established by this policy. If the local WDB elects to do so, the local WDB must review and update the criteria every two years as part of the

local plan update process established in [WIOAPL No. 16-03.1, Regional and Local Planning](#).

The certification criteria sets standard expectations for the provision of seamless customer-focused employment, training, and related services that help individuals overcome barriers to employment and job retention. The certification process is important in establishing a minimum level of quality and consistency of services in OhioMeansJobs centers across Ohio.

As it is the responsibility of the local WDB to certify the OhioMeansJobs centers within the local area, the local WDB must evaluate the centers to ensure the local area's workforce system is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of the local area's and planning region's economies. A high-quality workforce system is only accomplished by providing all customers access to OhioMeansJobs centers that connect them with the full range of services available in their communities, whether they are looking for jobs, building basic educational or occupational skills, earning a postsecondary certificate or degree, or obtaining guidance on how to make career choices, or if they are businesses and employers seeking skilled workers. It is the local WDB's responsibility to ensure their workforce system is of high quality. Furthermore, local WDBs must certify OhioMeansJobs centers to be eligible to use infrastructure funds in the state funding mechanism as outlined in [WIOAPL No. 16-06, State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs](#).

## **V. Definitions**

Affiliate OhioMeansJobs center: A site that makes available to job seeker and employer customers one or more of the programs, services, and activities of the OhioMeansJobs center's partners.

Comprehensive OhioMeansJobs center: A physical location where job seeker and employer customers can access the programs, services, and activities of all required OhioMeansJobs center partners.

OhioMeansJobs center operator: One or more entities designated or certified under section 121(d) of WIOA.

OhioMeansJobs center partner: An entity described in section 121(b)(1) or (b)(2) of WIOA that participates in the operation of the workforce delivery system.

Specialized centers: Centers that address specific populations, including dislocated workers, youth, or key industry sectors, or clusters.

Workforce delivery system: A system under which entities responsible for administering separate workforce development, education, and other human service programs collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long term employment outcomes for individuals and businesses.

## **VI. State Requirements**

### **A. Establishment of Certification Criteria**

Per section 121(g) of WIOA, the State, in conjunction with chief elected officials and local WDBs, shall establish objective criteria and procedures for local WDBs to use when certifying the OhioMeansJobs centers. Local WDBs shall use these criteria to evaluate the OhioMeansJobs centers and workforce delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. Local WDBs may add additional criteria to evaluate the OMJ operator.

The established criteria used to conduct certification reviews is based on:

1. Standards relating to service coordination among partners within the OhioMeansJobs centers and the workforce delivery system;
2. Factors relating to effectiveness, accessibility, and improvement of the workforce delivery system;
3. Achievement of negotiated federal performance measures;
4. Integration of available services; and
5. Meeting the needs of local employers and participants.

All OhioMeansJobs centers must comply with applicable physical and programmatic accessibility requirement, as set forth in 29 C.F.R. Part 38, the implementing regulations of section 188 of WIOA.

## **B. Certification Criteria**

The certification review will be conducted using the JFS 00514 OhioMeansJobs System Certification Checklist. These standards include:

- American with Disabilities Act (ADA) requirements, including completion of the ADA checklist and the OhioMeansJobs center operator's participation in training specific to serving individuals with disabilities [Disability and Employment eLearning Modules](#)
- Postings and plans, including Civil Rights postings, Civil Rights/ ADA/ Limited English Proficiency (LEP) combined plan and an Emergency Action plan
- The physical site of the OhioMeansJobs center
- Program Services
- Service Delivery
- OhioMeansJobs and American Job Network branding
- Coordination with partner programs
- Notification, identification, and accessibility of Veteran programs
- Customer Feedback
- Staff Development
- Continuous Improvement
- Infrastructure Cost-Sharing Agreement

## **C. Tools and Resources Provided for Assistance in the Certification Process**

In the interest of ensuring all OhioMeansJobs center partners have input, the following tools will be made available to the local WDBs for use in gathering and receiving data pertinent to center certification.

- Mystery Shopping: ODJFS will coordinate random mystery shopping training and activities around the state.
- Partner Assessment: A partner assessment feedback document is available for use by state and local partner agencies to solicit anonymous feedback from staff to share with local areas..

## **VII. Local Workforce Development Area Requirements**

### **A. Certification Review Team**

Each local WDBs will establish a certification review team that is comprised of members from the local workforce development community.

This certification review team is responsible for managing the certification process through desk and on-site reviews of the local system and making a recommendation to the local board regarding certification. The local WDB has the discretion in forming the review team as far as size and membership. Suggestions for a review team composition are:

1. Selecting individuals with the following backgrounds:
  - a. A representative from the local WDB;
  - b. A workforce professional in the local area;
  - c. A business representative from the local WDB; and
  - d. A peer workforce professional reviewer from another local area; or
2. Contracting with an independent third party with workforce development knowledge and experience.

The OhioMeansJobs center operator shall not be a member of the certification review team. As the

contracted overseeing entity of the OhioMeansJobs center, it will be a conflict of interest to serve on the review team or participate in any part of the certification review process.

A representative from the local WDB should be identified as the primary contact person for the OhioMeansJobs center operator to coordinate certification activities and lead the review team.

OhioMeansJobs center partner programs may participate in the certification process by providing relevant data and activities to be used by the local certification review teams.

## **B. Certification Process**

The local WDB and the certification review team conducts a review of each comprehensive and affiliate OhioMeansJobs center in the local area using the JFS 00514 OhioMeansJobs System Certification Checklist in conjunction with the local WDBs.

Prior to the on-site review of the comprehensive OhioMeansJobs center(s), the certification review team may conduct the following activities as part of the quality assurance review:

- A desk review of initial materials prior to the on-site visit; and  
Review of information from any additional tools that are provided by the State.

During the on-site visits, the certification review team will review the criteria established to determine the quality of the OhioMeansJobs center. The JFS 00514 OhioMeansJobs System Certification Checklist will be used to score the center. Any center not meeting these standards will not be recognized as an OhioMeansJobs center within the Ohio workforce delivery system.

The local WDB and the certification review team must take into consideration the number of OhioMeansJobs centers in their local area. Local WDBs may establish multiple certification review teams or stagger the on-site reviews to assist with certifying many centers.

## **C. Certification by the Local Workforce Development Board**

The local WDB will review the recommendation from the certification review team regarding certification of the comprehensive center(s) and affiliate center(s).

There is no minimum score set by the state that must be met for certification. OhioMeansJobs System Certification is the responsibility of the LWDB. As such, the boards shall determine if the center(s) will be certified based upon the criteria developed by ODJFS through the JFS 00514 OhioMeansJobs System Certification Checklist.

Once the comprehensive and/or affiliate center is certified, the local WDB will issue a written notice to the OhioMeansJobs center operator(s) indicating that the certification requirements have been met.

If either a comprehensive or an affiliate OhioMeansJobs center is not certified by the local WDB, the local WDB will issue a written reason for non-certification and the actions expected from the OhioMeansJobs center operator(s) to become certified. The certification review team will follow up with the OhioMeansJobs center operator(s) to ensure activities are completed to become certified and report results back to the local WDB.

## **D. Submission of Certification to the State**

The local WDB notifies the Ohio Department of Job and Family Services by sending the completed JFS 00514 and documentation of the local WDB's approval of the certification review to [OWDPOLICY@jfs.ohio.gov](mailto:OWDPOLICY@jfs.ohio.gov).

## **E. Changes in the location of the OhioMeansJobs center**

The local WDB and the certification review team must conduct a review of the OhioMeansJobs center using the JFS 00514 if there is any change in the location of the OhioMeansJobs center regardless of the timing of the certification process and the type of center.

The local WDB will submit the JFS 00514 and documentation of the local WDB's approval to OWD at [OWDPOLICY@jfs.ohio.gov](mailto:OWDPOLICY@jfs.ohio.gov).

## **VIII. Technical Assistance**

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

Requests for technical assistance may be sent to ODJFS, Office of Workforce Development: [WIOAQNA@jfs.ohio.gov](mailto:WIOAQNA@jfs.ohio.gov).

## **IX. References**

Workforce Innovation and Opportunity Act, §§ 106, 121, and 188, Public Law 113-128.

ADA Amendments Act of 2008 (ADAAA), Public Law 110-325.

20 C.F.R. §§ 678.300-440, 678.600-635, 679.800, and 683.295.

2 C.F.R. Parts 200 and 2900.

[USDOL, Training and Employment Guidance Letter No. 4-15, Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act \(WIOA\), \(August 13, 2015\).](#)

[ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 16-07.1, OhioMeansJobs and American Jobs Center Branding, \( December 21,2023\).](#)

[ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 16-06, State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs, \(November 10, 2016\).](#)

[ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 16-03.1, Regional and Local Planning, \(January 24, 2023\).](#)

[ODJFS, Workforce Innovation and Opportunity Act Policy Letter No. 15-20.3, Priority of Service for Veterans and Eligible Spouses \(December 19,2024\).](#)

[ODJFS, Workforce Investment Opportunity Act Policy Letter No. 17-01 Mandate Use of OhioMeansJobs.com for Labor Exchange Activities \(September 15, 2017\).](#)

Attachment A: JFS 00514 OhioMeansJobs System Certification

Attachment B: OhioMeansJobs System Certification Instructions

Ohio Department of Job and Family Services  
**OHIOMEANSJOBS SYSTEM CERTIFICATION**

**Date Completed:**

**OhioMeansJobs Center Site:**

**Address:**

<b>ADA and Programmatic Accessibility</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Civil Rights/ADA/LEP combined plan was approved by Bureau of Civil Rights (BCR). (JFS 00205)			Date approved:
Center has an approved ADA checklist on file with BCR. <a href="#">ada-checklist.pdf (SECURED)</a>			Date approved:
Center is physically accessible for individuals with disabilities.			
OMJ Operator has completed <a href="#">WorkforceGPS - Disability and Employment eLearning Modules</a>			
Emergency Action Plan is up to date and easily accessible (29 CFR Part 1910.38). <a href="#">1910.38 - Emergency action plans.   Occupational Safety and Health Administration</a>			
All Civil Rights postings listed below are displayed in the Center ( <a href="#">Civil Rights Posters for Employers, reference Form # JFS 02745</a> )			
Reasonable accommodations are available for individuals with disabilities and services are delivered in the most integrated setting appropriate.			
Multiple types of assistive technology are available.			
Outreach materials and service delivery forms are available in multiple languages.			
Translation/interpretation services are immediately available when needed.			

<b>Physical Site</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
There are sufficient computer stations to meet customer need.			
Staff is friendly, knowledgeable and accessible.			
Internet is accessible.			
Primary job match system is OhioMeansJobs.com. <a href="#"><u>(WIOAPL 17-01)</u></a>			
Area demonstrates compliance with WIOAPL 17-01.			
The center is on a public transportation route or is easily accessible within the community.			
Private rooms for career counseling are available.			
Conference room with technology for audio/video is available for meetings, partners and/or employer use.			
The center's hours of operation meet the customers' needs.			
Calendar of programming (workshops, career fairs, etc.) is easily accessible online and in the center.			

<b>Program Services</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Career Services are provided to job seekers and coordinated with core partners.			
Employer Services are provided to employers and coordinated with core partners.			
Labor Market Information is readily available and used by career service providers to assist clients in making informed choices.			
Access to training services is provided through approved eligible training providers.			
Staff provides access to additional programs and activities carried out by partners through referrals.			

<b>Service Delivery</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
WIOA Title 1B staff (Adult, Dislocated Worker, Youth) are located on-site.			
Partners are located on-site or are accessible virtually as outlined in the MOU.			
Customers have access to self-service resources. Please describe the Resource Room.			
Front-line staff provide information related to the OhioMeansJobs partner programs that may be applicable to the customer.			
Staff conduct needs assessments to identify needed supportive services for customers.			

<b>Common Branding</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
All printed program materials are branded in conformance with <a href="#">WIOAPL 16-07.1 OhioMeansJobs and American Jobs Center Branding</a> .			
All electronically available program materials are branded in conformance with WIOAPL 16-07.1.			
Signage is highly visible and includes the OhioMeansJobs common identifier in accordance with WIOAPL 16-07.1 and the building is easily identifiable.			
Branding trademark and letterhead is used on all outreach activities throughout center ( <a href="#">WIOAPL 16-07.1</a> ).			

<b>Partner Coordination</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Employer/Business Services are coordinated among the partners under a locally developed business outreach plan.			
Coordinated on-site intake process/initial interview is available.			
Participant outreach is coordinated among the partners under a locally developed outreach plan.			
Partner programs are trained on the referral process.			
The OMJ center has additional community and state partnerships, not listed above (e.g. RESEA, libraries, other community partners).			

<b>Veterans Programs</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Required poster is easily identifiable ( <a href="#">reference Form # JFS 33211</a> )			
Priority of service policies and practices in place, staff are trained on proper referral procedures ( <a href="#">WIOAPL 15-20.3</a> ).			
Veteran's Questionnaire is being used ( <a href="#">reference Form # JFS 01863</a> ) in accordance with WIOAPL 15-20.3.			

<b>Customer Feedback</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Customer complaints are accepted and acted upon.			
Customers are encouraged to provide real-time feedback electronically or in writing.			

<b>Staff Development</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Regular cross-training for all partner staff is provided.			
Up-to-date staff training and referral resources are available online/electronically.			

<b>Continuous Improvement Evaluation</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
Program performance outcomes are made publicly accessible.			
Program performance meets negotiated performance expectations.			
Review of data on serving individuals with barriers to employment is discussed quarterly by partners and improvement plans are developed/implemented.			
Review of customer feedback from individuals and employers/businesses is discussed quarterly by partners and improvement plans are developed/implemented.			

<b>Infrastructure Cost-Sharing Agreement</b>	<b>Yes</b>	<b>No</b>	<b>Describe</b>
A MOU with all partners, including an infrastructure cost sharing agreement is completed timely and signed.			
Center operates in a cost-efficient manner, as defined by the funding partner.			

**Local Certification Review Team Members**

(Name, Title, Workforce Affiliation, Contact Info)

Signature:



## OhioMeansJobs System Certification Instructions

### A. Preparation for OMJ System Certification

Beginning in 2025 and every three years following, OhioMeansJobs (OMJ) operators request from their local workforce development board (LWDB) to begin OMJ System Certification for all facilities within that operator's workforce development area.

Prior to the certification request, all LWDB recognized comprehensive and affiliate sites within the area must have a current ADA Checklist and Civil Rights, ADA, and LEP Plan completed (or an approved ADA improvement plan in place). The OMJ operator must obtain written approval (via email) from the ODJFS Bureau of Civil Rights (BCR) confirming approval of the plan and checklist (or improvement plan). The contact from BCR to obtain approval is: [civil\\_rights@jfs.ohio.gov](mailto:civil_rights@jfs.ohio.gov).

The Amendment to Americans with Disabilities Act Plan Checklist can be found at:

<http://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>

The Civil Rights/ADA/LEP Plan can be found at:

[https://www.odjfs.state.oh.us/forms/num/JFS00205/pdf/ \(JFS 00205\)](https://www.odjfs.state.oh.us/forms/num/JFS00205/pdf/ (JFS 00205))

The OMJ System Certification request must be in writing (via e-mail) to the area's LWDB. The request must include the following and must be sent electronically:

- The name(s) and address(es) of the comprehensive and affiliate site(s) to be certified;
- Identification of any specialized centers within the system, their purpose, length of existence, and an explanation of how these are managed to ensure levels of quality customer service and delivery of services;
- The contact information for the person who will respond to the LWDB on certification activities;
- A copy of the confirmation from the Ohio Department of Job and Family Services Bureau of Civil Rights confirming receipt and approval of all comprehensive and affiliate site(s) Civil Rights /ADA/LEP Plan and ADA Checklist;
- A copy of the most current local area Memorandum of Understanding; and
- A copy of the most current Standard Operating Procedures for all comprehensive and affiliate sites.

## **B. Formation and Activities of the Certification Review Team**

The local certification review team is responsible for:

- Managing the certification process through desk and on-site reviews of the local system.
- Completing JFS 00514 OhioMeansJobs System Certification Checklist.
- Making a recommendation to the board regarding certification.

The LWDB has discretion in forming the review team as far as size and membership. Suggestions for a review team composition are:

- Selecting individuals with the following backgrounds: (1) a representative from the LWDB; (2) a workforce professional in the local area; (3) a representative from business; and (4) a peer workforce professional reviewer from another local area.

-or-
- Contracting out the services of an independent third party with workforce development knowledge and experience.

Some considerations for local areas with many sites are to plan accordingly for the time it will take to complete the full OhioMeansJobs System Certification, consider whether there is a need to create multiple teams, and/or to stagger the site reviews over a period of time.

A representative from the LWDB should be identified as the primary contact person for the OMJ operator to coordinate certification activities and lead the review team. A LWDB should consider making available a peer reviewer to another local area if requested.

The LWDB contact person will provide the Certification Review Team with the OMJ operator's request and electronic materials to begin a desk review. The review team members should familiarize themselves with the materials provided as these will be helpful during the on-site reviews. The LWDB is responsible for the certification process and activities, however the following recommendations are provided:

- A desk review of initial materials should be completed prior to on-site visits.
- Information from additional tools and activities (see below section C) should also be reviewed prior to, if available, and during the certification period.
- Be sure to note any items considered for continuous improvement and quality assurance.

### **C. Tools Provided for Assistance in OhioMeansJobs System Certification**

Due to the comprehensive nature of OhioMeansJobs System Certification, and in the interest of ensuring all partners input has been received, the following tools will be made available to the LWDBs:

- Mystery Shopping: ODJFS will coordinate random mystery shopping training and activities around the state. The shoppers will come from third party contracted entities. This activity will be an ongoing effort and results will be distributed to those local areas who were shopped.
- Partner Assessment: A partner assessment feedback document is available for use by state and local partner agencies to solicit anonymous feedback from staff to share with local areas. The certification review team may use this qualitative information when completing the OhioMeansJobs System Certification Checklist.

### **D. Requirements for OhioMeansJobs Certification**

There is no minimum score set by the state that must be met for certification. OhioMeansJobs System Certification is the responsibility of the LWDB. As such, the boards shall determine if the center(s) will be certified based upon the criteria developed by ODJFS through the JFS 00514 OhioMeansJobs System Certification Checklist.

### **E. Certification Acknowledgement**

The LWDB will review the recommendation from the review team regarding certification of the comprehensive and affiliate site(s) and determine if in agreement. If in agreement with the recommendation to certify, the LWDB will issue a written notice (via e-mail) to the OMJ operator of meeting OhioMeansJobs System Certification. If not in agreement with the recommendation to certify or if the certification review team does not recommend certification, the LWDB will issue a written reason for non-certification and the actions expected from the OMJ operator to become certified. The review team will follow up with the OMJ operator to ensure activities are completed to become certified and will report back to the LWDB.

The LWDB will notify ODJFS upon successful certification by sending the completed JFS 00514 OhioMeansJobs System Certification Checklist to: [OWDPOLICY@jfs.ohio.gov](mailto:OWDPOLICY@jfs.ohio.gov) with the following in the subject line:

2025 OMJ OhioMeansJobs System Certification Completion – (Local workforce development area #)

*Note: Technical assistance for OMJ System Certification is available through the Ohio Department of Job and Family Services, Office of Workforce Development.*

*Requests may be sent to: [OWDPOLICY@jfs.ohio.gov](mailto:OWDPOLICY@jfs.ohio.gov)*

## **Attachment G - Assurances and Certifications**

### **CERTIFICATION LETTER FROM SIGNATORY AUTHORITY**

**CERTIFICATION:** The information contained in this proposal fairly presents the organization and its proposed operating plans and budget for a WIOA funded program. I acknowledge that I have read and understand the requirements and provisions of the RFP and that the organization is prepared to implement the project/program as specified in this proposal.

I further certify that all information contained in this proposal is true and correct and shall be open to verification should Area 20 or its representatives desire to do so. I also certify that all costs contained in the proposal are real, allowable, necessary, non-defective, and allocable to the WIOA program and are not of allocable credits, refunds and rebates, and are not a duplication of funds already available or which will be available from other funding sources.

I agree that should this program be funded, our organization will abide by the Workforce Innovation and Opportunity Act (WIOA) rules and regulations, state and local policies applicable to the law, regulations and plans for administration.

I certify that I am authorized to sign the attached proposal and to commit this organization to the provision of services contained therein.

Finally, I do hereby certify that this organization is not currently in any stage of formal bankruptcy proceedings.

\_\_\_\_\_  
Authorizing Official's Name and Title

\_\_\_\_\_  
Social Security Number OR Taxpayer ID Number

\_\_\_\_\_  
Authorizing Official's Signature

\_\_\_\_\_  
Date

## **Attachment G - Assurances and Certifications**

### **MANAGEMENT ASSURANCES**

Area 20 and its representatives will enter into contracts only with organizations that provide reasonable assurance in their applications that they are capable of managing, operating, monitoring and reporting according to federal and state guidelines, and standards of usual and customary business practices. This shall include:

1. Sufficient capability to operate the program.
2. Assurance that any proposed work sites meet the requirements of Area 20 WDB policies, WIOA rules and regulations.
3. Making available for review and monitoring the names and qualifications of their officers, directors, and managing personnel and those of any affiliates or subsidiaries who have operational or fiscal responsibilities for the WIOA program services contracted for.
4. Making available a list of all programs for which they are receiving financial assistance during the last three years and that they have substantially complied with the requirements, procedures and objectives of such programs.
5. Assurance that no information available showing substantial non-compliance with WIOA regulations, or if there is, they shall include an acceptable plan to correct such deficiencies.
6. Assurance that all personnel will have the basic training in the applicable WIOA requirements and regulations for the program being funded prior to the program beginning.
7. Assurance that internal policies meet state and federal guidelines regarding EEO and provide for fair and reasonable employment practices.
8. The proposer agrees to pay for "Reasonable Accommodations" for handicapped persons as defined in 29 CFR part 37.4

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Authorized Representative's Signature

---

Date

## **Attachment G - Assurances and Certifications**

### **AFFIRMATIVE ACTION POLICY STATEMENT**

It is the policy of \_\_\_\_\_  
Name of Organization

to provide equal employment opportunity (EEO) to all persons regardless of race, color, creed, religion, sex, age, national origin, physical or mental handicap, political affiliation, belief, marital status, arrest or conviction record, public assistance status, or veteran's status. Therefore, this organization will take Affirmative Action to ensure that we will:

1. Train in all job classifications regardless of the above differences.
2. Make program decisions that are in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
3. Incorporate our equal employment opportunity policy in all personnel actions such as compensation, benefits, transfers, layoffs, company sponsored training, education and tuition assistance, career development, upgrading, demotion, and promotions.

The success of an Affirmative Action program requires maximum cooperation between the management and its employees.

To obtain these objectives, \_\_\_\_\_  
Name

will serve as the Equal Employment Opportunity Representative for our organization. The above named person will be responsible for working with Area 20 staff on all EEO matters and for monitoring and evaluating this organization's success in achieving Affirmative Action goals.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

## **Attachment G - Assurances and Certifications**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
NEXT PAGE OF THE RFP).**

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Signatory Authority for Proposing Agency

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Signature

---

Date

## Attachment G - Assurances and Certifications

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntarily Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normal,

## **Attachment G - Assurances and Certifications**

possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

---

Authorized Representative's Signature

---

Date

**Attachment H**  
**Scoring Sheet**

Information	Explanation	Fairfield		Hocking		Pickaway		Ross		Vinton	
		OP <sup>1</sup>	CS <sup>2</sup>	OP	CS	OP	CS	OP	CS	OP	CS
<b>Bid Proposal complete</b>	Completed Cover Page, Table of Contents, Narrative, and Attachments										
		5	5	5	5	5	5	5	5	5	5
<b>Local Market Knowledge and Familiarity</b>	Respondent has served customers in the county(ies) or, at minimum, the State of Ohio										
		10	10	10	10	10	10	10	10	10	10
<b>Technology Utilization</b>	Respondent includes a plan to better serve clients through remote technology										
		5	5	5	5	5	5	5	5	5	5
<b>Narrative Content</b>	Proposal says how, when, where, by whom, and in what context services will be provided										
		35	35	35	35	35	35	35	35	35	35
<b>Experience with WIOA</b>	Respondent has a successful history of placing and training job candidates										
		10	10	10	10	10	10	10	10	10	10
<b>Deliverables</b>	Deliverables are realistic and specific										
		10	10	10	10	10	10	10	10	10	10
<b>Personnel</b>	Proposed staffing is easy to understand and appears to be realistic										
		5	5	5	5	5	5	5	5	5	5
<b>OMJ Center Cost Sheet Attachment B</b>	Costs are appropriate and reasonable										
		10	10	10	10	10	10	10	10	10	10
<b>Career Services Cost Sheet Attachment C</b>	Costs are appropriate and reasonable										
		10	10	10	10	10	10	10	10	10	10
<b>TOTAL POINTS</b>											
		100	100	100	100	100	100	100	100	100	100

Note: Look at the total number of points with each area and score based on the highest possible being excellent/superior and zero which is unacceptable. Use a continuum between the two to gauge your opinion on the level represented.

<sup>1</sup> OP = One Stop Operator OMJ Center

<sup>2</sup> CS = Career Services