

REQUEST FOR PROPOSALS (RFP)
RFP No. BEN-10-057

ISSUE DATE: April 19, 2010

TITLE: Employment Advancement
for TANF Participants

COMMODITY CODE: 95239

ISSUING AGENCY: Virginia Dept. of Social Services
801 East Main Street
Richmond, VA 23219-2901

LOCATION: Statewide

INITIAL PERIOD OF CONTRACT: October 1, 2010 - June 30, 2011
(with two 1-year optional renewal periods)

SEALED PROPOSALS WILL BE RECEIVED UNTIL **5:00 PM ON JUNE 1, 2010**, FOR FURNISHING THE SERVICES DESCRIBED HEREIN. ALL INQUIRIES CONCERNING THIS RFP SHOULD BE DIRECTED TO A. FAYE PALMER AT (804) 726-7938 or by e-mail at faye.palmer@dss.virginia.gov.

MAILED OR HAND-DELIVERED PROPOSALS ARE TO BE SENT/DELIVERED TO: The Employment Advancement for TANF Participants, Virginia Department of Social Services, Division of Benefit Programs, 9th Floor, Attention: A. Faye Palmer, Room 903, WyteStone Plaza, 801 East Main Street, Richmond, VA 23219-2901. PROPOSALS MUST BE RECEIVED ON OR BEFORE THE 5:00 PM, JUNE 1, 2010, DUE DATE. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED WITHOUT CONSIDERATION.

In Compliance With This Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm/Org./Agency:

_____ Date: _____

_____ By: _____
(Signature In Ink)

_____ Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

FEI/FIN NO: _____ Telephone: (____)_____

Fax: (____)_____ E-Mail: _____

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on May 11, 2010, from 2:00 PM to 4:00 PM at the VCU VISSTA Richmond Area Training Center, 1604 Santa Rosa Road, Richmond, VA 23229 Reference Section VII herein. See Appendix A for directions.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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SECTION I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals for **proven** service approaches and strategies that help participants of Temporary Assistance for Needy Families or TANF (current and former TANF clients – including those with multiple barriers to becoming employed) prepare to enter, succeed, and advance in the workplace. The intent is to provide resources to expand and enhance existing service delivery efforts that address more fully the needs of the target population prior to their entry into work and during employment. The Virginia Department of Social Services (VDSS) intends for the key outcomes of this initiative to be increased job placement, increased job retention, higher entered employment wages, and increased wage gains with job advancement over time for clients who receive services from this project. Proposals may include, but are not limited to:

- Comprehensive assessments (including utilization of psychologists and clinicians) that help identify strengths, diagnose disabilities, and determine any treatment and accommodations required;
- Services that stabilize an individual's situation so that he/she can participate in or retain employment and/or seek alternative financial resources such as Social Security Income;
- Intensive work preparation or work adjustment services, including education and skills training, community work experience placements, and on the job training;
- Job development and placement services including regional initiatives, subsidized employment, and the development of industry-based career ladders;
- Other services that assist individuals to retain employment and/or obtain higher wages, obtain health benefits, and/or obtain jobs with career paths that will in turn eliminate the participating individuals' families need for TANF benefits.

The total funds available for the initial award period are approximately \$6.0 million, available in TANF funding, subject to federal availability. The CFDA number is 93558. Recipients of funding through this solicitation must comply with federal TANF laws and regulations. Funds will be awarded to firms, organizations, and/or agencies that have proven records of effectively delivering the described services and successfully leveraging private and public sector dollars to carry out activities.

It is expected that some awards will be made to firms/organizations/agencies offering to provide statewide coverage. Given the wide variety of services and potential combinations of geographic groupings and statewide coverage, awards will not exceed \$400,000 to any one recipient for the initial nine-month period. Proposers should be reasonable in their request and recognize that funds need to support services across Virginia. Funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

Proposers may submit ONLY ONE proposal; but a firm, organization or agency may be a participant/partner in multiple proposals.

Awards will be made for an initial nine-month period, effective October 1, 2010, through June 30, 2011, with options for two consecutive twelve month renewals thereafter. VDSS plans to announce the awards in mid-July 2010.

Entities eligible to submit proposals are:

- Local departments of Social Services (The LDSS, however, may not provide direct services.)
- Incorporated nonprofits
- For-profit organizations (additional requirements – see General/Special Terms & Conditions)
- State agencies
- Local government entities in Virginia
- Educational institutions
- Faith-based organizations

A variety of options exist for the development of proposals which may vary and can include any combination of eligible organizations. Submission of a group proposal (or expansion of an existing program) is strongly encouraged wherever feasible for services, economies of scale and/or the geographic coverage of partner agencies.

Where multiple firms/organizations/agencies are involved in one proposal, a lead agency and fiscal agent must be identified. The proposer must be the lead agency; if an agency other than the proposer is to serve as the fiscal agent, that organization must sign an additional document after the award (such document will confirm the intent of the organization to comply with state and federal fiscal requirements). Once an award is made, the fiscal agency must also identify a contact if one has not already been specified in the proposal.

All organizations submitting proposals that have previously received funds from VDSS must be in good standing to be considered for contract award.

SECTION II. BACKGROUND

TANF Population

It is important to note that the TANF population is quite diverse. Those with significant issues often need stabilization services before they can enter or fully participate in the workforce, as well as specialized employment services that support work placement and ongoing employment.

Client issues are both personal and family/situational in nature and may include:

- Learning Disabilities
- Substance Abuse
- Mental Illness
- Mental Retardation
- Low Educational Levels
- Attention Deficit and Hyperactivity Disorder
- Medical (Physical) Problems
- Social Issues
- Domestic Violence
- Family Issues
- Limited English Proficiency
- Lack of Transportation

Virginia's services to TANF clients have revealed the presence of many different disabilities in this population, with many determined most significant based on the Department of Rehabilitative Services' (DRS) evaluations. Disabilities have included: learning disabilities, other cognitive impairments, mental health issues, substance abuse issues, orthopedic problems, health issues, and other impairments. Cognitive impairments and mental health issues have been identified most frequently.

Research has shown the correlation between education and earnings. Some TANF clients have a General Education Development (GED) certificate and have moved readily into the workforce. However, others lack a GED and some have very limited skills in math, reading and writing. Some communities have many who have limited or no English proficiency.

The TANF work requirements including mandatory participation rates and lifetime limits to benefits, key elements of welfare reform, pose challenges for the local Social Service departments as they attempt to address the unique needs of individuals with disabilities and /or other issues and help parents move to work, thus fulfilling their potential.

ADA Guidance

Guidance received from the Department of Health and Human Services (HHS), Office for Civil Rights, clarifies the responsibility of states' TANF programs to comport with Title II of the Americans with Disabilities Act of 1990.

Some former welfare recipients have successfully moved into employment despite extraordinary obstacles. However, others, due to known or unrecognized disabilities, need additional training, accommodations, and support services to prepare for, or succeed at work. The practice of exempting individuals with disabilities, which was carried over from the employment services program under the former Aid to Families with Dependent Children Program, is now viewed as a discriminatory exclusion and contrary to the TANF philosophy that individuals are better off if provided with job and/or training opportunities rather than continued public assistance.

With appropriate screening, assessment and diagnostic work, and services, TANF recipients with 'hidden' disabilities (including those with temporary medical exemptions or partial disabilities) have often been able to secure and retain employment. Expansion of these services across the state will help more TANF adults with disabilities obtain and retain employment.

Job Retention and Job Advancement

One of the objectives of this initiative is to help unemployed clients obtain employment. Both employed and unemployed participants must develop better employment histories, as well as increase the quality of their jobs over time through higher wages, better benefit packages and greater job security. Job retention and career advancement are concerns that must be addressed during preparation for entry into the workplace and at post-placement. Retention and advancement strategies apply to:

- Individuals who are already employed at the time of their program enrollment,
- Individuals who face special issues and need extra preparation and support before entering the workforce,
- Those who find jobs,
- Those who have difficulty keeping jobs, and

- Those who can find only entry level, low wage or part-time employment.

Job retention and advancement strategies may vary as greatly as the individuals to be served. Some who have a poor work history may need assistance in transitioning to new positions to help build better employment records that can demonstrate their qualities as workers. Finding better jobs can also help improve job loyalty that can serve the best interests of both the employee and the employer.

SECTION III – STATEMENT OF NEEDS

3.1 Priority Areas

In addition to the purpose outlined in Section I of this RFP and the broad areas that may be addressed by proposers, the programs funded will help address the following additional priority areas:

- The need for establishing a continuum and wide array of services statewide, including specialized employment services, to better serve the target population and support job entry; continued employment; and job and wage advancement.
- The need for offering the range and depth in assessment and services that help enhance Virginia's implementation of the Americans for Disability Act (ADA) within the social service system.

To sustain efforts in the long-term, emphasis should be on developing and implementing services that can be sustained without additional funding through VDSS and which expand the service infrastructure. Although not required, consideration should be given to purchase of service models using pay-for-performance and/or per service unit/person rate. These strategies can help expand the service infrastructure and permit usage of scarce resources on an as-needed basis.

3.2 Populations Eligible to Receive Services

The target populations eligible for services fall into one of the following categories:

1. Recipients of TANF cash assistance who are in the employment program – VIEW (Virginia's Initiative for Employment Not Welfare), including those sanctioned;
2. Recipients of TANF cash assistance who are exempt from VIEW, called VIEW-Exempt;
3. Individuals receiving Diversionary Assistance under the TANF Program, or;
4. TANF clients whose cash assistance has ended and who are now in the Transitional period, up to 24 months after the end of TANF cash assistance.

Given the wide diversity of the above eligible populations, proposals may, in addition, target one or more specific populations defined by other characteristics including education level, the presence of a physical disability or mental health issue(s) that restrict their employment opportunities, individuals with poor job retention histories and so forth.

3.3 Geographic Coverage

As noted previously, statewide coverage is an important consideration for VDSS to increase services available to TANF participants and to support enhanced efforts to meet ADA requirements.

Proposals should cover as many geographic jurisdictions as feasible to support statewide services and for economies of scale. The order of priorities where feasible and/or required to address special needs are:

1. Statewide
2. Regional or district-wide
3. Individual locality

To the extent feasible by the proposal pool, VDSS intends to achieve reasonable regional balances in the provision of needed services funded through this solicitation.

3.4 Services Requested

3.4.1 Proposals may focus on one service or may offer an array of services, using one or more providers. To the extent feasible, given the characteristics of the client population outlined, proposals should offer an array of enhanced services that are responsive to the clients' diverse needs, including changing situations related to different case/employment statuses. Program efforts should complement, enhance and be integrated with existing VIEW services and other government services, not supplant or duplicate current services. It is possible that:

1. One proposal could include multiple providers for the same geographic area;
2. Two or more proposals could cover a similar/overlapping geographic area, and each could include one or more providers in their respective proposals. Their different service proposals could be complementary;
3. A proposal could include a combination of services purchased per individual (as needed) and other services that may require ongoing (new) staff (such as a clinical counselor at the community services board or an educator), depending on the projected volume.

3.4.2 Proposals shall include one or more of the following services, each of which is more fully described in Appendix B, Definitions for Services:

1. Comprehensive assessments, including diagnostic evaluations from licensed or certified professionals to identify specific impairments or issues that may exist
2. Vocational assessment and vocational evaluations
From DRS staff, certified vocational evaluator (CVE), licensed vocational evaluator
3. Situational assessments
From DRS-approved providers who maintain certification from CARF -- Commission on the Accreditation of Rehabilitation Facilities
4. Medical case management
From individuals/organizations with medical credentials such as RN, certified rehabilitation provider – CPR, or certified disability management specialist -- CDMS
5. Interventions and/or treatment for substance abuse, mental health, physical disabilities, learning disabilities, etc.
6. Assistive technology and other accommodations
Determined by occupational therapist, rehabilitation counselor/engineer, speech and

hearing specialist, psychologists usually for GED accommodations, others

7. Soft-skills development

8. Independent living skills

From DRS-approved providers

9. Intensive job readiness

10. Work adjustment training

From DRS-approved providers who maintain CARF certification

11. Job Skills Training

12. GED and basic education

13. Job analysis (may be part of vocational assessment or situational assessment)

14. Employer outreach, job development and expanding access to better jobs

15. Job placement

16. Job coaching

From DRS-approved providers who maintain CARF certification

17. Supported employment

18. Internships, Practicums, Work-study, Pre-Apprenticeships and Apprenticeships

19. On-the-Job Training

20. Supportive services

21. Job follow-up

22. Job “follow along”

From DRS-approved providers who maintain CARF certification

23. Transportation

24. SSI/SSDI Proposal Support

Note: Other services may be considered if they relate to the purpose and priorities of this solicitation. Excluded for consideration are childcare services except where it supports another primary intervention strategy. To be considered for funding, the planned percent entered employment must equal to or exceed 50%, and the client’s average hourly wage at entry into employment must equal to or exceed 10% above the federal minimum wage level at the time of employment placement.

3.5 Service Models

Proposers may wish to consider the use of one or more “best practices” described here as part of or the focus of their proposals. These practices have demonstrated improvements in service provision and/or increased employment of the TANF population. These include, but are not necessarily limited to, the following:

1. Comprehensive screening and assessments for diverse employment barriers, including needed diagnostic services. This could target VIEW clients only or address the needs of the broader population eligible for services.
2. Intensive work readiness programs of at least a week to six weeks, possibly full-time, that address self-esteem and motivational issues, assist individuals in developing some computer skills, prepare individuals for work in terms of work goals and resume preparation, provide short work trials, and enhance educational levels or specific job-required skills (e.g., reading, math). Some of these programs have used the Workplace Essential Skills program.
3. “Bridges to Practice” projects, an inter-agency service model for identifying and addressing learning and other disabilities. The projects involve the use of a psychologist and are most

effective when combined with special interventions to improve employment outcomes.

4. Disability-focused employment projects using a team approach involving DRS, LDSS, employment service organizations, and other vendors (e.g., community services boards) that offer an array of services from comprehensive assessments, work preparation, job placement, and job coaching through 90 to 180 days of continuous employment. While these initiatives have focused on individuals with disabilities, the model and its services are also relevant for individuals who face multiple issues.
5. Training and education (such as Workplace Essential Skills – high quality, free software, tapes, and tools available on the Internet) when focused on the acquisition of one or more essential skills for a job, as well as GED preparation. These skills may focus on a specific area such as math, reading or writing.
6. “MedVIEW” projects, a service model focused on those medically exempt from VIEW as well as VIEW clients with medical issues (including psychiatric issues that limit their ability to work). Health conditions and their impact on employment are evaluated through medical case management. Individuals may be released to the VIEW program or receive other assistance tailored to their medical conditions.
7. Employment sector initiatives that target a specific industry or employment sector and tie training, job placement, and post-employment services together to develop a pipeline of qualified workers who advance in their careers.
8. Contextual learning initiatives that teach basic skills and workplace skills in an integrated work-learning model which uses the workplace as the primary learning lab.
9. Post-employment “service packages” which may include one or more of the following: job coaching/mentoring, retention bonuses (employers and/or employees), transportation assistance, skills training, and child care.
10. Pay-for-performance for job development, placement, and retention services.

3.6 Expedited Implementation

It is the expectation that proposers will select service delivery methods that will facilitate expedient implementation of proposed services and that will facilitate sustaining efforts in the future. Some proposers may already have staff, and have the necessary certifications that provide quality services right away; others could consider use of contractors which have staff and are ready to provide services. Other strategies may include:

1. Continuation of an existing Job Retention/Job Advancement program that has had proven outcomes.
2. Use of licensed social workers or certified clinicians for assessments and other areas.
3. Implementation through purchased services where some or all services could be provided from a set of individual vendors such as psychologists, licensed social workers, employment service organizations, and centers for independent living that typically offer services on a unit/per person

basis. Other organizations such as community services boards, domestic violence service providers, and/or community action agencies may also be able to offer services on a fee basis.

Consideration should be given to making services accessible to individuals and utilizing the “wrap-around” concept so that all services for one individual flow together smoothly regardless of the number of providers. Integrated case planning, case management, consumer choice, and timely service delivery are important components and should be addressed in the proposal.

3.7 Providers of Services

The diverse needs of the TANF populations require multiple providers. Some services require the use of licensed or certified professionals.

DRS’ network of providers may be useful for developing a proposal as they include many types of vendors, and these organizations and licensed/certified professionals offer many specialized services which may be needed by some clients. While the services are usually used for individuals with disabilities, they may also be helpful for other individuals, particularly those who have multiple issues to resolve in order to stabilize their family and/or employment situation. DRS lists these vendors at their Web Site: <http://www.vadrs.org>. Employment service organizations (ESOs), centers for independent living (CILs), psychologists and other providers are a few; for the ESOs and CILs, the site also shows geographic coverage, services and rates.

Service networks include community services boards, providers associated with workforce investment boards, health departments and child development clinics, the adult education system, the community college system, local community action agencies, and United Way providers. Other specialized providers include, but are not limited to, transportation and Medicaid.

3.8 Expected Outcomes

To document success, all recipients of funding received as a result of this solicitation must report on one or more outcome measures for participants related to:

1. Number who enrolled
2. Number who entered employment
3. Number employed for 3 months
4. Number employed for 6 months
5. Number employed for 1 year
6. Average hourly wage for those who entered employment
7. Number employed with benefits
8. Number employed part time
9. Number employed full time
10. Average hourly wage increase for those who entered employment
11. Number who obtained wage increase
12. Number who obtained promotion
13. Number who obtained GED
14. Number who obtained SSI
15. Number who completed their treatment
16. Identification of other achievements

3.9 Community Partnerships

3.9.1 For the employment advancement program to be successful, firmly established and committed community partnerships are vital. Many clients need an array of services from many providers and benefit greatly from integrated case planning and service delivery. Proposers should identify other service agencies or vendors that offer essential expertise and should outline the community partnerships relevant to the project design, including consumer groups and businesses. Key agencies for partnerships

may include public and private providers of vocational rehabilitation services, employment service organizations, mental health and substance abuse agencies, providers of care to domestic violence victims, adult education providers, community action agencies, and faith-based groups.

3.9.2 Documentation of Partnerships: Proposers should provide evidence in the proposal related to community collaboration and the use of community services in service delivery. Proposers should include copies of their interagency agreement(s) or other comparable documents to demonstrate such collaboration. If other agencies are specifically responsible for implementing portions of the proposal, this should be defined in the Narrative section and reflected in an agreement.

3.9.3 Documentation of Interactions with LDSS: Proposers should address essential interactions with LDSS that cover one or more of the following areas, depending on applicability:

1. Integration with the local VIEW plan(s) and other TANF initiatives and its expansion of the continuum of services,
2. Identification and referral of participants for proposed services,
3. Case planning,
4. Case management,
5. Case monitoring or follow-up, and/or
6. Reporting of status and outcomes for the VDSS information system.

3.10 Funds

3.10.1 Funds awarded through this solicitation are only to be used to cover costs appropriate to the program design, primarily services. Funds shall not be used to supplant or duplicate currently funded services. LDSS must utilize purchased services as NO DIRECT SERVICES are allowed for such entities. A 10% Indirect cost is an allowable expense for LDSS. Organizations should offer services on a rate basis (per person, unit of service, performance outcome).

3.10.2 Funds may be used for:

1. Core staff in support of program activities; this includes core staff involved in program design, development, and implementation. Funds for staff are limited to the personnel working directly with the recipients or developing program resources on their behalf, and other expenses (such as services and materials) for the participants in the proposed program.
2. Equipment in support of project activities;
3. Consultation, technical assistance or staff training related to this project;
4. Adapting an employment site or equipment related to the project that accommodates an individual's needs for work;
5. Medical Services including the evaluations of medical, psychological, psychiatric and/or dental needs. NOTE: Such funding is limited, and costs may be incurred as a last resort – only if not covered by other funds. Funds used for medical services must be tracked and reported separately from other costs so that they may be charged to TANF "Maintenance of Effort" funds. Estimated costs must be identified separately in the proposal;
6. Other allowable direct costs associated with the project such as supplies, travel, communications; and
7. Costs related to assistive technology needs of the persons served.

3.10.3 Funds may not be used for:

1. Salaries of LDSS staff;
2. Administrative costs not specifically designated above;
3. Rent, unless the project requires rental of space and such need is documented;
4. Construction of new buildings;
5. Renovations to a facility;
6. Indirect costs, except for LDSS where a 10% indirect cost is permissible; and
7. Capital investment or operating revenue.

Note: See Appendix C for TANF requirements.

3.10.4 Medical Expenses: Regarding proposals that include medical services for clients, proposers must consider what portion of the cost will be covered by the clients' Medicaid coverage and design the program so that Medicaid pays for part or all of needed services, as allowable by Medicaid law. It is critical to maximize TANF contract funds by making full use of Medicaid's coverage, particularly certain types and parts of services such as (but not limited to) psychological evaluations, medical case management, and mental health services.

SECTION IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL INSTRUCTIONS

1. **RFP Response:** In order to be considered for selection, proposers must submit a complete response to this RFP. Proposals shall be submitted in the form of three (3) originals and three (3) copies. The original hard copy proposals should be so marked. One (1) complete CD copy must also be submitted with the proposal. If the proposal contains proprietary information, the applicant must also submit one (1) CD copy with proprietary information removed. The CD should be labeled with the RFP number and the name of the proposer/applicant firm/organization/agency. In addition, an electronic version of the non-proprietary and any proprietary proposal must be sent to faye.palmer@dss.virginia.gov, and should be received by her by the due date of the proposals. **Note:** The electronic version of the proposal does not provide a substitute for the required hard-copies and CD copy(s). No other distribution of the proposal shall be made by the applicant.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the proposer/applicant. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality

of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of a proposer/applicant to satisfy a "must" or "shall" requirement does not automatically remove that proposer/applicant from consideration; however, it may seriously affect the overall rating of the proposer's/applicant's proposal.

- d. Responses to the request for proposals must be organized according to the Proposal Template provided with this solicitation and be in the following format:

Proposals should be typewritten and on 8.5" by 11" paper. Pages in the proposal should be numbered, beginning with page one for each set. A "header" should be used to identify the proposing agency, project name, and broad geographic area (such as Coalfield, New River, etc.) to be served. The proposal narrative must have one-inch margins and must use Times New Roman 12 point font in the text. Tables in the narrative may be no smaller than Times New Roman 10 point font. The RFP Template has italicized instructions that provide additional guidance to the proposer (the words in italics in the instructions can be deleted from the document if/when the template is converted to a proposal). Each copy of the proposal should be firmly bound in a single volume. All documentation submitted with the proposal should be bound in that single volume.

- e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the applicant must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Proposers/applicants who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the applicant to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of VDSS and may or may not be conducted.

- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that VDSS may properly evaluate capabilities to provide the required services. Proposers/applicants are required to submit the following items as a complete proposal in the order listed:

1. Employment Advancement For TANF participants Proposal Cover Form (*signature required*)
 - a. Table of Contents (*with page numbers provided*)
 - b. Key Contacts
 - c. SF 424B Form, Assurances, Non-Construction Programs (*signature required*)
 - d. W-9 Request for Taxpayer Identification Number(s) and Certification (*signature required*)

2. Narrative (must consist of no more than 25 pages in a font of 12 or greater for the narrative body and no smaller than a 10 font for tables) that address the following:
 - a. Proposal Title
 - b. Proposal Summary (one page limit)
 - c. Proposal Need Statement
 1. Evidence of Need
 2. Demonstrates Relationship Between Need and Services Proposed
 - d. Program Design/Proposed Services and Implementation Plan
 1. Project Scope
 2. Services
 3. Interactions with LDSS' Existing VIEW Programs
 4. Method of Provision
 5. Population to be Served
 6. Enrollment and Retention of Participants – Screening Process
 7. Diagnostic Tests and Specialized Professionals
 8. Implementation Plan
 - e. Outcomes and Benefits Expected
 1. Expected Outcomes and Benefits
 2. Tracking and Reporting Methods of Planned Outcomes
 - f. Organizational Staff and Provider Qualifications and Collaborative Agreements
 - g. Cost of Services
 1. Itemized Budget – Personnel Costs
 2. Budget Summary
 3. Budget Narrative

3. Required Forms for Signatures (*List*) and Attachments (*As Appropriate for Each Individual Proposal*)

4. **Optional:** Proposers/applicants may also submit one set of exhibits of past or current work related to the proposal. Such exhibits could include but are not limited to a brochure, PowerPoint presentation, video, and other documents that reflect organizational capabilities and/or the type of services proposed. If the proposer/applicant elects to send a set of such exhibits these should be clearly identified as exhibits of past or current work in the proposal.

Note: In addition to addressing the items here, see the Proposal Template for further instructions on completing forms and providing requested information.

5. PROPOSAL ENVELOPE/PACKAGE IDENTIFICATION – The signed application/proposal should be returned in a separate envelope or package addressed as directed on Page 1 of this RFP. No other distribution of the proposal shall be made by the applicant. The package or envelope should be sealed and identified as follows:

From: (Name of Applicant) – (Street or Box Numbers) / (City, State, Zip)
 Due Date & Time: June 1, 2010 at 5:00 p.m.
 RFP Title: Employment Advancement for TANF Participants
 RFP #: BEN-10-057
 Attention: A. Faye Palmer, Room 903

Proposals may be mailed or hand delivered to the designated location. The closing date for receipt of proposals under this RFP is June 1, 2010 at 5:00 p.m. Late applications will not be accepted.

SECTION V. EVALUATION AND AWARD CRITERIA

5.1 To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in Section III, Statement of Needs. In addition, proposals must meet general and specific requirements outlined in this RFP.

Proposals will be evaluated by a panel or panels of individuals who have demonstrated expertise in the subject matter using the following criteria. The evaluation process may involve additional subject-matter experts in the process. VDSS may request additional technical assistance from any source and may include information from references and prior contractual work with VDSS. The panel(s) will make programmatic and budgetary recommendations for contract awards which may include partial funding for a proposal. Proposals will be screened by VDSS staff for completeness and responsiveness to the RFP. Any not deemed complete or responsive will not be forwarded to an evaluation panel.

5.2 The evaluation panel(s) will review and score each proposal on the basis of its responsiveness to the solicitation, the projected impact of the program/services, and the estimated cost, using the following criteria.

Proposal Need Statement	15 points
Quality of Program Design/Proposed Services and Implementation Plan	25 points
Outcomes and Benefits Expected	25 points
Organizational Staff and Provider Qualifications and Collaborative Agreement(s)	25 points
Cost of Services	<u>10 points</u>
Maximum Total of Points Available	100 points

Specific Criteria to Be Used By Contract Reviewers:

- | | |
|--|-----------|
| 1. Proposal Need Statement | 15 points |
| a. Evidence of need | |
| b. Demonstration of Relationship Between Need and Services Proposed | |
| 2. Quality of Program Design/Proposed Services and Implementation Plan | 25 points |

- a. Project Objectives and Scope
- b. Quality of Services
- c. Interactions with LDSS' Existing VIEW Programs
- d. Method of Provision – Reflects “promising practices” and/or Utilizes Evidence-based Practices
- e. Population to be Served
- f. Enrollment and Retention of Participants – Screening Process
- g. Diagnostic Tests and Specialized Professionals
- h. Implementation Plan

3. Outcomes and Benefits Expected 25 points

- a. Projected Outcomes are Reasonable and Feasible for Funding Level, Services and Population to be Served.
- b. Evidence in Proposal Narrative of Service Strategies That Will Produce Projected Outcomes
- c. Outcomes Demonstrated in Related Prior Work Relevant to Proposal and Population to be Served.

4. Organizational Staff and Provider Qualifications and Collaborative Agreement(s) 25 points

- a. Qualifications of Organization (Proposer and any Other Providers) for Proposed Work
- b. Qualifications of Staff for Proposed Work
- c. Track Record of High Performance Demonstrated through Quantifiable Past Outcomes when Implementing Similar Projects
- d. Leadership, Including Participation in and Formation of Collaborative Partnerships (also see Section 3.9, Community Partnerships)

5. Cost of Services 10 points

- a. Costs Proposed are Reasonable and Support Proposed Activities, Outputs and Outcomes
- b. Proposing Agency, Through Administrative Structure and Past Performance, Demonstrates Ability to Maintain Required Records and Fiscal Accountability

5.3 Award of Contract: Selection will be made of multiple proposers/applicants deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations will be conducted with the proposers/applicants so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted with each proposer/applicant so selected, the agency will select the proposers/applicants which, in its opinion, has made the best proposal, and will award the contract to that proposer/applicant. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the recipient's/contractor's proposal as negotiated.

SECTION VI. REPORTING REQUIREMENTS AND DELIVERY INSTRUCTIONS

6.1 All recipients of funding received as a result of this solicitation must provide statistical data to VDSS. Recipients are required to maintain documentation of program performance according to state and federal standards and shall maintain documentation of all project activities for case reviews and audits. Documentation of services provided should be maintained in each client's individual file.

Specific reporting instructions will be provided at a later date during training after awards are made. The reporting will include monthly cumulative financial invoices/reports, quarterly cumulative financial and statistical program performance reports, and a 9-month summary report. VDSS may also request one or more ad hoc reports on project status, if needed.

6.2 Quarterly reports are required from all recipients of funding received as a result of this solicitation. These reports will include a cumulative quarterly financial report, a cumulative statistical summary of program performance, a one to two page narrative, and a case study/success story. Barriers to meeting objectives outlined in the activities/outcome form shall be reported and solutions to such barriers shall be explored and included in the quarterly reports.

6.3 A final report is required that will address the activities, outcomes and overall accomplishments during the contract period.

SECTION VII. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on May 11, 2010, at 2:00 P.M. at the VCU VISSTA Richmond Area Training Center, 1604 Santa Rosa Road, Richmond, VA 23229. The purpose of the conference is to allow potential Offerors an opportunity to present questions and receive clarification on any sections of this solicitation. Questions need not be in writing. After the pre-proposal conference, however, all additional questions must be submitted in writing to A. Faye Palmer at faye.palmer@dss.virginia.gov or at the address listed on the first page of this solicitation, for receipt within five (5) calendar days prior to submitting proposals. VDSS will answer questions as expeditiously as possible.

SECTION VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov, Purchasing, under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are

encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal

alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number and the federal employer identification number, where appropriate.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is

contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any

test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) and the VDSS web site (www.dss.state.va.us) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex,

national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA Business-To-Government Vendor Registration: This required condition is for proposers from private for-profit organizations only.** The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (1) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (2) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the firm/organization/agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract award, and for each audit cycle thereafter covering the entire award period as originally approved or amended.

- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate for convenience any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **CONFIDENTIALITY:** Any information obtained by the applicant concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
- D. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia. The contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
- E. **CONTRACTOR (PRIME) RESPONSIBILITIES:** The prime contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- F. **EQUIPMENT:** Equipment purchased under the terms of this contract shall be limited to equipment indicated in the approved budget. Ownership of equipment purchased under this contract may revert to VDSS at the end of the contract period when ownership is requested by VDSS in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with VDSS or any of its agents.
- G. **eVA Business-To-Government Contracts and Orders: This special condition is for proposers from private for profit organizations only.** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

(b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- H. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to the Commonwealth of Virginia and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
1. Any reports, studies, curricula, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this contract shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract.
 2. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this contract without the prior written consent of VDSS.
 3. Any materials produced under this contract must bear a statement that the project was supported by VDSS and identify the title of the funding source. The contractor agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the contractor or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement: *This project was supported by VDSS Solicitation # BEN-08-007, with funds made available to Virginia from the U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Justice/U.S. Department of Health and Human Services.* The applicant also agrees that one copy of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.
- I. **RENEWAL OF CONTRACT:** The original award period for this contract is October 1, 2010 through June 30, 2011. This contract may then be renewed by the Commonwealth upon written agreement of both parties for up to two (2) one-year consecutive periods after the original award period of nine-months under the terms of the current contract, and at a reasonable time prior to the expiration.

- J. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** For-profit companies submitting proposals in response to this Request for Proposals, are required to submit a small business subcontracting plan (see attached).
1. It has been the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential prime contractors are required to submit a Small Business Subcontracting Plan. Unless the contractor is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
- K. **SMOKE FREE ENVIRONMENT:** By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal contract. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per

day and/or the imposition of an administrative compliance order on the responsible entity.

* The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders), which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

SECTION X. METHOD OF PAYMENT

Contractors will be paid on a cost reimbursable basis. Actual expenditures shall be submitted pursuant to approved line item budget categories. No amendments to the approved budget may be made without the prior written approval of VDSS, and budget amendments must be requested in writing. The applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure invoices/request for funds on a monthly basis to VDSS for reimbursement.

The contractor should allow 30 days from the time expenditure invoices/request for funds are received by VDSS until reimbursement is received. If errors are found in the invoices, the 30 days will be from the date errors are corrected.

VDSS will not pay for non-allowable expenses, or for work performed that is not in conformity with the contract, applicable federal, state and local laws, ordinances, rules and regulations. The method of payment to be used will depend on the type of organization receiving funds or serving as the fiscal agent:

- If the contractor or its fiscal agent is a local social services department, then the reimbursement will be handled through VDSS' statewide local financial system – LASER. Funds allocated to a LDSS for this contract project will be placed in LASER in a separate cost center for this initiative. The first allocation will be for the period October 1, 2010 through June 30, 2011. Reimbursements are handled on a monthly basis.
- If the contractor is a state agency, then reimbursement will be handled through Virginia's Interagency Transfer system. Payments may be made monthly.
- If the contractor is not a state agency or local social service department, then the contractor will need to submit monthly invoices to VDSS unless a local social services department is serving as the fiscal agent. For these contractors:
 - Upon approval of the award, the contractor will be reimbursed for expenses on a **monthly** basis according to the terms of the contract. Entities awarded contracts be prepared to pay expenses as they are incurred and then submit invoices on a **monthly** basis to VDSS for reimbursement. The contractor shall invoice monthly on forms supplied by VDSS. In cases where no costs are incurred for a particular **month**, the contractor shall submit a financial report showing no services delivered for that period.
 - The contractor should allow 30 days from the time invoices for funds are received by VDSS until reimbursement is received. If errors are found in the invoices, the 30 days will be from the date errors are corrected. Invoices for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.
 - Reimbursement shall be made electronically, using the Virginia Department of Account's (DOA) Remittance Electronic Data Interchange (EDI). **All reimbursements will be deposited electronically through DOA's Remittance Electronic Data Interchange (EDI) Virginia.** Contractors seeking reimbursement from VDSS through the invoice process must be or become eligible to receive reimbursement through EDI. Application information for EDI is found on DOA's website: www.doa.virginia.gov.

ATTACHMENT 1 - CHECKLIST FOR PROPOSAL

A. The complete proposal consists of the following forms and narrative documents that must be submitted by June 1, 2010 by 5:00 PM:

1. Employment Advancement for TANF Participants Proposal Cover Form (*Signature Required*) and, if necessary, an additional page listing localities to be served

*Note: Signature on the Employment Advancement for TANF Participants Proposal Cover Form must be by the person who has authority to formally commit the organization, locality, or state agency to comply with all the terms of the proposal. This **must** be the chief executive officer of the organization submitting the proposal, the highest elected officer of the locality, or, in the case of a state agency, the agency head. If someone other than one of these officials has been delegated the authority to sign, and signs the proposal, provide a copy of the letter, memorandum or other document by which the signing authority was delegated.*

2. Table of Contents (*Must Identify Page Numbers for Each Referenced Item*)
3. Key Contacts
4. General Terms and Conditions with Certification of Compliance (*Signature Required*)
5. Special Terms and Conditions with Certification of Compliance (*Signature Required*)
6. SF 424B Federal Assurances Form (*Signature Required*)
7. W-9 Request for Taxpayer Identification Number(s) and Certification (*Signature Required*)
8. Proposal Narrative (25 pages maximum allowable. Note that this 25 page limit does NOT apply to the additional pages allowed for the following: items that address the proposer's Provider(s), the proposer's Interagency Agreements/Documents and the proposer's Community Partners and Documentation of Support.)
 - a. Proposal Title
 - b. Proposal Summary (1 page limit)
 - c. Proposal Need Statement
 - d. Program Design/Proposed Services and Implementation Plan
 1. Project Scope
 2. Services
 3. Interactions with LDSS' Existing VIEW Programs
 4. Method of Provision
 5. Population to be Served
 6. Enrollment and Retention of Participants – Screening Process
 7. Diagnostic Tests and Specialized Professionals
 8. Implementation Plan
9. Outcomes and Benefits Expected
 - a. Expected Outcomes and Benefits
 - b. Tracking and Reporting Methods of Planned Outcomes
10. Organizational Staff and Provider Qualifications and Collaborative Agreements
11. Cost of Services that includes the following:
 - a. Itemized Budget - Personnel Costs (*where appropriate*)
 - b. Budget Summary
 - c. Budget Narrative (*Justification of Costs*)
12. Community Partners and Documentation of Support
13. Small, Women- and Minority-Owned Business Plan – For-profit firms only
14. Other Attachments (*As Appropriate for Each Individual Proposal*)

B. See Section IV, Proposal Preparation and Submission Requirements, Sub-section A1, General Instructions, RFP Response, for detailed instructions on the list of documents and number of copies that must be submitted by June 1, 2010.

C. See Section IV, Proposal Preparation and Submission Requirements, Sub-section A2d, General Instructions, Proposal Preparation. The Proposal Narrative submitted for consideration must comply with the publishing requirements listed:

- Use one-inch margins throughout the formal narrative,
- Use Times New Roman font with a minimum 12 point font for the narrative text, and
- Use Times New Roman font with 12 or a minimum of 10 point font for tables contained in the narrative.

ATTACHMENT 2 - PROPOSAL TEMPLATE

SECTION I. EMPLOYMENT ADVANCEMENT FOR TANF PARTICIPANTS FRONT MATTER

- The first page of the RFP (*Completed with Signature Required*)
- Proposal Cover Form
- Table of Contents (*With Page Numbers Provided*)
- Key Contacts
- Small business sub-contracting plan
- SF 424B Form, Assurances – Non-Construction Programs (*Signature Required*)
- W-9 Taxpayer Identification Number(S) and Certification (*Signature Required*)

EMPLOYMENT ADVANCEMENT FOR TANF PARTICIPANTS PROPOSAL COVER FORM

**Virginia Department of Social Services (VDSS)
Request for Proposal: Solicitation Number: BEN-10-057**

Contract Program:	Employment Advancement for TANF Participants
Proposer Organization:	
Mailing Address:	
Federal ID Number:	<i>Not Needed for LDSS or State Agency</i>
Geographic Coverage:	<input type="checkbox"/> Statewide <input type="checkbox"/> Region <input type="checkbox"/> District <input type="checkbox"/> Single Locality Jurisdiction(s): <i>Attach a sheet listing localities</i>
Partner Organizations:	<i>Lead organizations involved in implementation of services proposed</i>
Program Title:	
Contract Period:	October 1, 2010 through June 30, 2011
Primary focus of funding: <i>(check all that apply)</i>	<input type="checkbox"/> Assessment <input type="checkbox"/> Work Preparation <input type="checkbox"/> Treatment Intervention <input type="checkbox"/> Job Placement <input type="checkbox"/> Job Retention <input type="checkbox"/> Job Advancement <input type="checkbox"/> Other Specify:
Total funds requested:	
Primary provider(s) funded:	
Fiscal agent/organization:	
Mailing Address:	

TABLE OF CONTENTS

(Proposers must number the pages and provide them here for each of the sections and sub-sections.)

Page Number

Employment Advancement for TANF Participants Proposal Cover Form

First page of the RFP

Table of Contents

Key Contacts

SF 424B Federal Assurances Form

W-9 Request for Taxpayer Identification Number(s) and Certification

Proposal Narrative (no more than 25 pages allowed for entire narrative) that includes the following:

- a. Proposal Title
- b. Proposal Summary (1 page limit)
- c. Need Statement
- d. Program Design/Proposed Services and Implementation Plan
 1. Project Scope
 2. Services
 3. Interactions with LDSS' Existing VIEW Programs
 4. Method of Provision
 5. Population to be Served
 6. Enrollment and Retention of Participants – Screening Process
 7. Diagnostic Tests and Specialized Professionals
 8. Implementation Plan
- e. Outcomes and Benefits Expected
- f. Organizational Staff and Provider Qualifications and Collaborative Agreement(s)
- g. Cost of Services
 1. Itemized Budget – Personnel Costs
 2. Budget Summary
 3. Budget Narrative

Collaborative Agreements, Community Partners and Documentation of Support *(Note these forms are not considered part of the narrative and should NOT be counted in the 25 page limitation for the formal narrative.)*

Small, Women- and Minority-Owned business Plan *(For-profit firms only)*

Attachments *(As Appropriate for Each Individual Proposal)*

KEY CONTACTS

Project Director:

Name: _____ Title: _____

Organizational Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Fiscal Agent:

Name: _____ Title: _____

Organizational Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Project Coordinator (if applicable and known):

Name: _____ Title: _____

Organizational Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Other: _____ (*specify role*)

Name: _____ Title: _____

Organizational Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail _____

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

“SF 424B FORM – ASSURANCES – NON-CONSTRUCTION PROGRAMS”

The following page, “SF 424B – Assurances – Non-Construction Programs” is provided for you to complete. Authorized Certifying Officials of agency applying for funding must sign the form to be considered for this contract.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

“W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S)”

The following page contains a copy of form, **W-9 Request for Taxpayer Identification Number(s) and Certification**. This form must be completed and submitted with each proposal package by the following applicants:

1. Organizations and firms (not local departments of social services and other state agencies), that in the past, have not received contract funds from the Virginia Department of Social Services, or
2. Organizations and firms (not local departments of social services and other state agencies), that in the past, have received contract funds from the Virginia Department of Social Services but there has been a change.

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (S) AND CERTIFICATION

Each person or organization doing business with the Commonwealth of Virginia must provide the following information. Please return this along with your proposal.

ORGANIZATION ENTITY: Original Submission

Please provide reportable name where applicable. Additional Address (see back of form)

Check Only One:

Individual Sole Proprietor
 Corporation Partnership
 Governmental Trust
 Estate Other (Please Describe)

Social Security Number _____ and/or Employer Identification Number _____

ENTER THE FOLLOWING:

Legal Name _____
(Must match the Social Security Number, if applicable)

Trade Name _____
(Must match the Employer Identification Number, if applicable)

Payment Address: _____ IRS 1099 Form: _____
_____ Mailing Address: _____

DUNS # _____

Contact Person: _____ Phone Number: _____

Please respond to the following: (see back of form for definitions)

Are you a United States citizen? Yes ___ No ___
Is your organization tax exempt? Yes ___ No ___
Are you a Real Estate Agent? Yes ___ No ___
Are you a Minority-owned business? Yes ___ No ___
Are you a Woman-owned business? Yes ___ No ___
Are you a Small business? Yes ___ No ___
Are you a Faith-Based Organization? Yes ___ No ___

If you are a Minority-owned business, please indicate the type of Minority:

African American Hispanic American Native American
 Asian-Pacific American Sub-Continent Asian American Other Minority

Are you registered with the Department of Minority Business Enterprise? Yes ___ No ___

If yes, enter certificate number: _____

Government Agencies, please respond to the following:

Are you (Please check one): Federal ___, State ___, or Local ___
If you are considered Local, what is your FIPS code? _____

Certification: Under penalties of perjury, I certify that:

- (1) The number(s) shown on this form is my correct taxpayer identification number(s) (or I am waiting for a number to be issued to me),
- (2) The organization entity and all other information provided is accurate, (3) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding because of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding, and (4) I am a U.S. person (including a U.S. resident alien).

(You must cross out item (3) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.)

Signature _____ Date _____

SECTION II. NARRATIVE (25 page maximum, text-12 font minimum, tables-10 font minimum)

The narrative must clearly address each of the following, in the order listed. If some are not applicable, indicate so. Concise and specific documents will be viewed most favorably. Requested attachments will not count against the page limits.

A. PROPOSAL TITLE

B. PROPOSAL SUMMARY Provide a summary of the proposal that, where applicable, includes the following information:

Purpose and goals

Community partners

Services to be provided

Projected number to be served and planned outcomes

(Note: For this solicitation, the planned percent entered employment must equal to or exceed 50%, and the client's average hourly wage at entry into employment must equal to or exceed 10% above the federal minimum wage level at the time of employment placement)

Use of funds

C. NEED STATEMENT Document evidence of client needs for proposed services. Include quantitative data and source documentation. Demonstrate the relationships between need and services proposed.

D. PROGRAM DESIGN/PROPOSED SERVICES AND IMPLEMENTATION PLAN

Address each of the following items in the order noted by their headers. If some are not applicable indicate NA. Add other items if necessary to fully present proposal. Specify how services will expand and not be duplicative of current offerings of LDSS.

1. Project Scope

2. Services

3. Interactions with LDSS' Existing VIEW Program

4. Method of Provision Describe how you will pay for services and if you will pay for per unit of service, per individual service, by performance contract, or other method(s).

5. Population to be Served Provide a narrative describing the characteristics and needs of the populations you plan to serve.

6. Enrollment and Retention of Participants – Screening Process Define the screening process and include specific strategies to overcome possible barriers to enrollment. Include your process to be used to identify potential impairments and barriers to employment, including names of screening and assessment tools.

7. Diagnostic Tests and Specialized Professionals List and describe various tools to be used in the assessment process and the qualifications of individuals involved in the assessment process.

8. Implementation Plan *Using the table below as an example, provide an outline of the services proposed and identify implementation dates.*

The proposed services are: ___New ___Currently in place ___To be expanded.

WORK PLAN

Action Steps	Agency/Individual Responsible	Start Date	End Date

E. OUTCOMES AND BENEFITS EXPECTED

1. Expected Outcomes and Benefits (*Describe the anticipated enrollment levels and the outcomes and benefits of the program/services by completing the tables below.*)

Component	1st Quarter Ending December 31, 2010	2nd Quarter Ending March 31, 2011	3rd Quarter Ending June 30, 2011
# Enrolled			
# Entered Employment			
# Employed 3 Months			
# Employed 6 Months			
# Employed 1 Year			
Average Hourly Wage			
# With Benefits			
# Employed Part Time			
# Employed Full Time			
Component	1st Quarter Ending December 31, 2010	2nd Quarter Ending March 31, 2011	3rd Quarter Ending June 30, 2011
Average Hourly Wage Increase			
# Obtained Wage Increase			
# Obtained Promotion			
# Obtained GED			
# Obtained SSI			
#Completed Treatment (<i>Specify Type</i>)			
# Other Achievements (<i>Identify</i>)			
1.			
2.			
3.			

2. Describe method for tracking and reporting on planned outcomes.

F. ORGANIZATIONAL STAFF AND PROVIDER QUALIFICATIONS AND

COLLABORATIVE AGREEMENT(S) *Describe organizational staff and provider qualifications and collaborative agreements. Include position requirements and, when appropriate, identify any license, certificates and/or academic requirements (do not list or provide staff names). Describe how the organizational staff will insure the successful implementation and achievement of project goals. Identify community partners and collaborative agreements with such partners and the processes in place for the implementation of the proposal.*

1. Describe the Organizational Staff Positions and (Where Applicable) Provider Qualifications

- a. Experience** *(Include work with the TANF population and required credentials for staff who will be charged with implementation of the proposed scope of work (include the same information for providers to be funded.)*
- b. Documents of results (outcomes of prior comparable work)** *(Proposer and providers to receive funds.)*
- c. References for related past work** *(List in Attachments.)*
- d. Exhibits/documents of past/current work** *(Related to Proposal.) (Proposers may submit ONE set of exhibits or list any available for review, related to the proposal, as part of the qualifications statement.)*

2. Describe Collaborative Efforts *For part of this item you will need to complete Collaborative Agreements and Community Partners and Documentation of Support (attached). Proposers must provide copies of signed interagency agreements or other comparable documents with all other agencies responsible for implementing portions of the program design. Place your Collaborative Agreements and list of Community Partners at the end of this part of your proposal (these attachments do not count in the total 25 pages allowed for the narrative portion of this proposal).*

- a. Describe Your Efforts at Collaboration With Other Possible Service Providers**
- b. Describe Your Efforts at Engaging Community Partners**

3. Describe Processes Used to Enhance Partnerships and Services to Clients

G. COST OF SERVICES

Complete budget documents for the project's operation for nine (9) months. – October 1, 2010 through June 30, 2011. All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary and apply directly to the project. Note funding restrictions contained in this RFP. Identify any initiative to diversify and expand funds, including the use of Medicaid.

Budget documents include:

- 1.) *Itemized Budget – Personnel Costs*
- 2.) *Budget Summary*
- 3.) *Budget Narrative that includes a description of each proposed expenditure and justification*
 - a. *Description of each proposed expenditure and*
 - b. *Justification of proposed expenditure, with an explanation of the need.*

1. Itemized budget – Personnel Costs

CONTRACT PERIOD: 10/1/10-6/30/11

PROPOSER’S NAME: _____

STAFF	HOURS PER WEEK	% OF TIME ON PROJECT	ANNUAL SALARY	TOTAL REQUEST FOR Nine (9) Months
1.				
2.				
3.				
4.				
5.				
6.				
PERSONNEL SUBTOTAL.	XX	XX	XX	XX
BENEFITS	XX	XX	XX	XX
TOTAL PERSONNEL	XX	XX	XX	XX

*Awarded funds cannot be used to supplant existing funds.

2. Budget Summary

CONTRACT PERIOD: 10/1/10-6/30/11

PROPOSER'S NAME: _____

BUDGET CATEGORY	TOTAL VDSS FUNDS REQUESTED* FOR NINE (9) MONTHS
PERSONNEL COSTS	
PURCHASE SERVICES	
MEDICAL SERVICES	
TELEPHONE	
EQUIPMENT	
PRINTING	
CONSUMABLE SUPPLIES	
TRAVEL	
MANAGEMENT/PROFESSIONAL SERVICES	
LEASE/PURCHASE	
RENT & UTILITIES**	
OTHER (Specify)	
TOTAL REQUESTED FROM VDSS	

*Awarded funds cannot be used to supplant existing funds.

**Allowed only if meets specified requirements.

3. Budget Narrative

The proposed use of funds should be detailed and itemized by line item. In this section, write a justification for each expense requested in the budget by line item. This should be completed for the total nine (9) month period.

LINE ITEM	AMOUNT REQUESTED
PERSONNEL:	\$ _____
Fringe Benefits (Indicate Type of Benefit)	\$ _____
Sub-Total Expenses Requested for Personnel	\$ _____

Explanation for position and costs (*include position description as an attachment*):

PROGRAM EXPENSES:

Explain and justify each line item, including how costs were determined for each item.

LINE ITEM	AMOUNT REQUESTED
Purchase Services (<i>Provide basis for each purchased service</i>) Explanation	\$ _____
Medical Services Explanation :	\$ _____
Telephone Explanation:	\$ _____
Equipment Explanation:	\$ _____
Printing Explanation:	\$ _____
Consumable Supplies Explanation:	\$ _____
Travel Explanation:	\$ _____

Management/Professional Services

\$ _____

Explanation:

Lease/Purchase

\$ _____

Explanation:

Rent and Utilities (*See restrictions*)

\$ _____

Explanation:

Other (*Specify*)

\$ _____

Explanation:

Sub-Total of Program Expenses

\$ _____

TOTAL CONTRACT EXPENDITURES

\$ _____

**COLLABORATIVE AGREEMENTS, COMMUNITY PARTNERS
AND DOCUMENTATION OF SUPPORT**

A. COLLABORATIVE AGREEMENTS *Provide three copies of a Collaborative Agreement or comparable document you have with each planned service provider. One of each of the three copies must contain original signatures.*

B. COMMUNITY PARTNERS AND DOCUMENTATION OF SUPPORT *Using the form below, provide the names and other requested information, including original signatures, regarding all partners the proposer plans to have participate in the implementation of this program. (You do not need to provide the names of partners for which you have already attached copies of Collaborative Agreements or comparable documents referenced in Item A. above here.)*

Partner #1: *(name of organization)*

Agrees to provide/participate as follows: *(specify if participant and/or provider and indicate contributions to be made with and without cost)*

Name: _____ Title: _____

Address (if different from above): _____

Phone: _____ Fax: _____ E-mail _____

By: _____ Date: _____
(Signature in ink)

Partner #2: *(name of organization)*

Agrees to provide/participate as follows: *(specify if participant and/or provider and indicate contributions to be made with and without cost)*

Name: _____ Title: _____

Address (if different from above): _____

Phone: _____ Fax: _____ E-mail _____

By: _____ Date: _____
(Signature in ink)

Note: Repeat the above information for each Community Partner you wish to recognize.

SECTION IV. REQUIRED FORMS FOR SIGNATURES AND ATTACHMENTS

A. Forms Incorporated into the Formal Narrative *(Note that these forms are part of the narrative but should NOT be counted in the 25 page limitation for the formal narrative.)*

1. *Employment Advancement for TANF Participants Proposal Cover Form)*
2. *Key Contacts*
3. *Small Business Subcontracting Plan – To Be Completed Only By Private For-Profit Proposers*
4. *SF 424 Form – Assurances – Non-Construction Programs*
5. *W-9 Request for Taxpayer Identification Number(s)*

B. Attachments *(Note these forms are not considered part of the narrative and should NOT be counted in the 25 page limitation for the formal narrative.)*

List here all attachments included in this RFP in the sequence included in the document.

Applicable attachments, depending on the proposal, may include:

1. *Descriptions for positions, including credentials, experience and other job qualifications, to be funded as the result of this RFP (do not include names of individuals holding or who may hold such positions)*
2. *Data for all participating localities possibly related to:*
 - a. *Needs Assessment,*
 - b. *Projected Participants and*
 - c. *Outcome*
3. *References*
4. *Collaborative Agreements, Community Partners and Documentation of Support (**Signatures Required**)*

APPENDICES

Appendix A: Directions for Pre-proposal Information Session

Appendix B: Definitions of Services

Appendix C: TANF Requirements

APPENDIX A

DIRECTIONS FOR THE RICHMOND PRE-PROPOSAL INFORMATION SESSION

Directions to: VCU-VISSTA Richmond Area Training Center-1604 Santa Rosa Road
Richmond, VA 23229

From Washington or Petersburg (and points North and South of Richmond)

Take I-95 to Richmond (DO NOT TAKE I-295, STAY ON I-95). Follow signs for I-64 West towards Charlottesville. Follow I-64 West to Exit 183A (Glenside Drive South and the University of Richmond). Stay in the right hand lane as you merge onto Glenside Drive. Go to the second traffic light turn RIGHT onto FOREST AVENUE and continue approximately 1 mile to the traffic light at DISCOVERY DRIVE (you will cross SKIPWITH ROAD and pass HENRICO DOCTORS' HOSPITAL on the left.) At the traffic light, turn RIGHT onto DISCOVERY DRIVE. DISCOVERY DRIVE turns sharply to the left and becomes SANTA ROSA ROAD. As you make this turn, building 1604 is on your right. There is parking on three sides of the building.

From Charlottesville (and points West of Richmond)

Follow I-64 East to Richmond. Take Exit 183 (Broad St., Glenside Drive). Bear right at the split (250 West) towards the University of Richmond and the hospital. At the traffic light, turn right. Go to the first traffic light turn RIGHT onto FOREST AVENUE and continue approximately 1 mile to the traffic light at DISCOVERY DRIVE (you will cross SKIPWITH ROAD and pass HENRICO DOCTORS' HOSPITAL on the left.) At the traffic light, turn RIGHT onto DISCOVERY DRIVE. DISCOVERY DRIVE turns sharply to the left and becomes SANTA ROSA ROAD. As you make this turn, building 1604 is on your right. There is parking on three sides of the building.

From Norfolk (and points East of Richmond)

Follow I-64 West to Richmond (DO NOT TAKE I-295, STAY ON I-64). Follow signs for I-95 North to Washington and then follow signs for I-64 West to Charlottesville. Follow I-64 West to Exit 183A (Glenside Drive South and the University of Richmond). Stay in the right hand lane as you merge onto Glenside Drive. Go to the second traffic light turn RIGHT onto FOREST AVENUE and continue approximately 1 mile to the traffic light at DISCOVERY DRIVE (you will cross SKIPWITH ROAD and pass HENRICO DOCTORS' HOSPITAL on the left.) At the traffic light, turn RIGHT onto DISCOVERY DRIVE. DISCOVERY DRIVE turns sharply to the left and becomes SANTA ROSA ROAD. As you make this turn, building 1604 is on your right. There is parking on three sides of the building.

APPENDIX B

DEFINITIONS FOR SERVICES

Below is the list of definitions in the same sequence as noted in the document (see *Services Requested*).

1. **Comprehensive Assessments** generally utilize one or more screening processes for both obvious and hidden conditions, may be done by VIEW staff in collaboration with other professionals, and may involve diagnostic evaluations from licensed or certified professionals (including psychologists and doctors) to determine specific impairments or issues.

2. **Vocational Assessment and Vocational Evaluations**

Providers are from DRS staff; Certified Vocational Evaluators (CVE) are licensed vocational evaluators.

Vocational Assessment is the process of gathering information on an individual's attainment, aptitudes, interests, learning style, and other relevant personal characteristics. The purpose in gathering this information may be to assist the individual in making sound judgments about their choice of, or progress in, employment, education, or training. This may include two complementary processes: Situational Assessment (item 3 below) and the more formal vocational evaluation.

Vocational Evaluation is the formal process of gathering information on an individual's attainment, aptitudes, interests, learning style, and other relevant personal characteristics. For individuals without a work history, it may sometimes be more cost-effective to start with a situational assessment and then later do the more comprehensive vocational evaluation. This process will help to identify both assistive technology and accommodations needed for work.

3. **Situational Assessments**

Providers are from DRS-approved providers who maintain certification from CARF -- Commission on the Accreditation of Rehabilitation Facilities.

A comprehensive community-based evaluation of the individual's overall functioning in relation to the specific environment of an assigned job. The evaluation includes the job site, the community through which the person must travel to and from the job, and the people at the job site with whom the participant will interact. Situational assessment can be an effective tool to determine vocational interests and aptitudes of individuals with little work history. The process can also help identify and develop the supportive service strategies necessary for successful employment and is short term in nature.

4. **Medical Case Management**

From individuals/organizations with such medical credentials as RN, certified rehabilitation provider (CRP), or certified disability management specialist (CDMS)

Service provider conducts/facilitates obtaining an extensive educational, medical, and employment assessment, including information concerning the participant's medical and behavioral health status, potential disabilities, work history and current employment situation, employment barriers, education and training history, career plans, work readiness and the appropriateness for vocational training, if required. The provider reviews medical evaluation forms with a treating physician to clarify the statements regarding a participant's inability to work and help to develop plans, if applicable, for entry

into employment. Specialized diagnostic services are obtained as needed so that the client's situation is fully documented and those with disabilities are entitled to accommodations. If applicable, the provider obtains information on and/or determines the number of hours an individual can work and any limitation on the type and conditions of work that relate to the individual's disability. Follow-up services are provided to obtain needed services and, if appropriate, prepare a participant for entry into employment. Medical Case Management services should be billed to Medicaid, if received by a client eligible for this program.

5. Interventions and/or Treatment for substance abuse, mental health, physical disabilities, learning disabilities, etc.

This includes the broad array of treatment and intervention services that may be needed to help an individual overcome, manage, or accommodate identified and verified conditions that will help stabilize situations and permit individuals to participate more fully in employment activities and the workplace. Where impairments are most severe, chronic, etc. assistance may be provided to help the individual obtain SSI.

6. Assistive Technology and Other Accommodations

Determined by occupational therapist, rehabilitation counselor/engineer, speech and hearing specialist, psychologists usually for GED accommodations, others.

This involves the identification and provision of assistive tools and devices when needed to increase, maintain, or improve functional capabilities of individuals with developmental disabilities and services related to the individual's acquisition and use of assistive technology devices. These tools could be computers, special software, tape recorders and many other devices. Other accommodations may relate to job redesign (so that the individual can perform the work and it also meets the employer's requirements), time allowed for the performance of work, type of work setting and other aspects that relate to an individual's ability to perform work. Accommodations may also be obtained for education that could include supports such as more exam time, private examination area, and use of tools.

7. Soft-Skills Development

This includes a wide-array of activities and services that help individuals prepare for entry into the workplace, build self-esteem, learn computer keyboarding skills, develop a resume, problem solving, dress for different work settings, etc. Individuals also acquire familiarity with general work place expectations, work behaviors, and attitudes. This may overlap with or be part of some other services such as intensive job readiness.

8. Independent Living Skills

May be from DRS-approved providers

Deficits in non-vocational life areas may adversely affect an individual's ability to gain and/or maintain employment. This service involves the provision of one-to-one or group education and training in areas that assist an individual to live and participate as independently and effectively as possible in home, work, and community settings of choice. The services are generally provided in the environment in which the skills and abilities will be used, i.e., home and community settings.

Specific services may include education, skills training, assessment and instruction related to the use of assistive technology, and development and implementation of strategies and techniques that allow an

individual to live and participate successfully in community settings. Areas targeted may include household and financial management, personal care/hygiene, coping and social skills, using transportation, and other similar skills and tasks. The services are usually provided on a short-term basis, with services gradually decreasing and the individual becomes more independent in carrying out the specific tasks or activities (similar to the provision of job coaching services).

9. Intensive Job Readiness

This service may include workshops and seminars that focus on preparation for the workplace, resume development, work place expectations, work behaviors, and attitudes, and other areas noted under soft-skill development. The difference is in the intensity in terms of time required during the week and the duration of the program. These intensive programs are likely to be more structured as well. Some run from four to eight weeks and may involve as much as 30 to 35 hours per week. Some programs also integrate adult education within the program to address skills (reading, writing, or math) that may be needed for employment and/or to help individuals obtain their GED. In some cases, these activities facilitate a fuller identification of issues that could impede employment and access to needed services. Some programs have incorporated Workplace Essential Skills (WES) as the core curriculum.

10. Work Adjustment Training

From DRS-approved providers who maintain CARF certification

This is a formal training program designed to help individuals become “work-ready” and create viable short-term and long-term vocational development strategies. The duration will vary by program and by needs of participants. Individuals have opportunities to learn about work skills by experiencing daily work in one or more settings, possibly including some with earnings or stipends. Assistance may be provided to locate a job and/or support the person in the work setting. The services can help individuals:

- Learn the skills and expectations needed to work independently.
- Identify a vocational goal.
- Build self-confidence.
- Develop effective problem solving, communication, and coping skills.
- Improve relationships with supervisors and coworkers.

11. Job Skills Training

A wide-range of training activities can be offered. Training offered should relate to technical skills and required knowledge specific to an occupational area in the labor market, job opportunities and, wherever possible, help individuals acquire skills that will serve them well for job retention and job advancement. Training may include opportunities that offer non-traditional careers for women. Employment Services Organizations (ESOs) may provide occupational skills training for specific jobs. Examples are computer training, retail skills training, janitorial services, landscape maintenance, and clerical training. Most ESO skills training programs benefit from the involvement of a local Business Advisory Council who assists in curriculum development, internship development, and assessments of individuals served.

12. GED and Basic Education

Adult education includes programs and services to help individuals attain a GED (General Educational Development) and/or acquire basic skills for work. It may include the use of the pre-GED test to determine educational gaps and the diverse strategies to help individuals improve basic literacy skills and/or to master additional subjects and pass the GED. The adult education may occur in the regular classroom or in a flexible delivery system utilizing the workplace; it may be intensive and individualized. WES and *GED Connects* are two highly effective and free tools available to support educational initiatives.

Education can be aligned closely to specific occupational needs. Foundation skills (e.g., reading, math, writing, problem-solving, critical thinking, team building) may be tailored to the unique needs of a specific person's job or a workplace.

Reasonable accommodations, both formal and informal, should be available for TANF participants to enable their success with class work and in taking the GED. Accommodation for learning and other disabilities, in the class and on the job, allows each employee to perform to his or her full potential. Some of these are individualized accommodations in the curriculum, strategies to help the individual learn and apply coping strategies, modifications in testing (e.g., breaking up tests, privacy of test area, longer test time) and helping the individual obtain accommodations for GED testing. (Formal accommodations require certification of the disability by a psychologist and approval by the Department of Education.)

13. Job Analysis (may be part of vocational assessment or situational assessment)

This is a comparative evaluation of job-site assessment with individual data to determine a match on key factors consistent with an employment objective. The analysis will also be used to develop alternative strategies for such factors as job availability, transportation, motivation, physical skills, orientation and mobility, production rate, social skills, communications, work behavior skills, need for reinforcement, family supports, and financial considerations.

14. Employer Outreach , Job Development and Expanding Access to Better Jobs

This is an organized effort to create and/or locate employment opportunities for clients. DRS' Marketing Specialist and /or employer networks are sources for employer outreach and job development. For those with limited ability or some impairment, it may also involve fostering a special partnership with a specific business. Job development could also include creating new opportunities with a specific company or with a union (e.g., electrician's or bricklayer's union).

15. Job Placement

This service places specific participants in an unsubsidized or subsidized job and utilizes whatever relevant job opportunities have emerged from employer outreach and other job development activities. Job placement includes job-finding, job-matching, and placement of individuals, including consideration of allowable (documented) accommodations. Placement services may also include a job analysis (see item 13) for an individual and possibly redesigning the job for a specific individual so that the job is viable for an individual and the employer's needs are met.

16. Job Coaching

From DRS-approved providers who maintain CARF certification.

This involves the training of an employee by an **approved** specialist who uses structured intervention techniques to help the employee prepare for entry into a job and then actually perform tasks to the employer's specifications. Coaching also addresses the interpersonal skills necessary to be accepted as a worker at the job site. In addition to work preparation and job site training, job coaching includes related assessment, job development, counseling, advocacy, travel training and other services needed to provide initial support for employment. This service may extend for about three weeks or longer after employment and it may take place at the work site.

The job coach will provide highly intensive one-on-one training and guidance on or off the job, customized to the needs and barriers presented by each participant. Job coaches are usually utilized for teaching a specific job. They typically are used in cases of mental retardation, cognitive dysfunction, severe mental illness, or brain injuries. The supported employment model may utilize an employee or supervisor in the workplace who guides and trains a disabled individual when the job coach is not available or has "faded" from the scene over time. A family member or friend also may serve in that capacity.

17. Enclave employment

This service involves the use of an Employment Model that provides a group of clients with disabilities (often developmental disabilities) the opportunity to work in competitive employment in a host company. This group may be comprised of 6 to 8 workers who are supervised by a staff member of an Employment Services Organization and are covered under a Worker's Compensation Policy. They work under the guidelines of the host company. Quality control is highly stressed. While receiving the benefits of working in an integrated work setting and being compensated for their work, they are developing greater skills for better jobs in the future.

18. Internships, Practicums, Work-study, Pre-Apprenticeships and Apprenticeships

These are work activities that provide employment and training opportunities. Except for some apprenticeships, participants typically will be paid wages for these jobs, which will involve both an employer and training provider. The hours of work and training will vary, depending on the industry/employer, participant's skill level, and the needs of the program or trainer. More specifically, internships are usually for six months and with a business. Practicums are part of a student's curriculum, usually in community college or higher education and count as work activities under welfare reform policy.

Pre-apprenticeships are typically performed by one who is preparing to enter a trade and the formal apprenticeship program. Apprenticeships typically are performed by one who is beginning a trade or occupation and is bound by legal agreement to work for another for a specific amount of time in return for instruction in a trade, an art, or a business. The Department of Labor and Industry and the Apprenticeship Council oversee the apprenticeship programs in Virginia.

19. On-The-Job Training (OJT)

This is a subsidized employment activity that provides training to acquire skills and knowledge needed for full and adequate job performance. OJT involves a contractual arrangement in which a public or private employer agrees to hire and train an individual. The employer receives reimbursement of an amount not to exceed an average of 50 percent of the participant's total wages. During this time the participant is an actual employee engaged in productive work and receiving wages and other employee benefits. OJT contracts usually last for six months or less depending on the amount of training needed, the participant's skill level, and the type of work.

In the Full Employment Program, TANF participants work for an employer and receive on-the-job training. The employer receives a \$300 per month stipend to reimburse their expenses for wages and training.

OJT is another example of a welfare and business partnership that enables the employer to be involved in the hiring and training of participants. This activity is suited to serve participants who need additional training and support to compete in the unsubsidized labor market, retain employment, and become qualified for future career advancement.

20. Supportive Services

Supportive services include child care, transportation, and other services traditionally offered by VIEW that help individuals obtain and maintain employment. When providing supportive services, the following requirements apply:

- For project participants who are VIEW or TANF, child care and transportation costs are covered out of regular TANF funds (not funds for this particular project/initiative). Transitional participants are also paid from regular TANF funds to allow them to retain employment (not to be confused with “going to look for a job”).
- Other services may include equipment and tools, uniforms and other clothing, professional fees and licensing costs, and car repairs. Additional areas for supportive assistance may include health care, housing, domestic violence intervention and services for children.

VIEW supportive services are available for up to one year after the end of cash assistance. Contract funds can be used for supportive services for up to one additional year for transitional participants.

21. Job Follow-Up

Services relate to monitoring an individual's success in the workplace, assessing job proficiencies and deficiencies, the need for additional skills, and identifying job retention issues at an early point so that a problem can be resolved.

22. Job “Follow Along”

From DRS-approved providers who maintain CARF certification

This is long-term support for individuals in the employment setting for a period of one to two years, but in some cases (particularly those served by community services boards for the mentally ill and mentally

retarded) the support may be life-long. This support service monitors the status of an individual in the work setting and helps the individual adapt to changes in terms of the functions to be performed and interpersonal skills necessary to continue to be accepted as a worker at the job site. The project should determine the length of time the individual will need this service and where they would be eligible for other funding, referrals should be made to those programs. This support may occur in a sheltered setting.

23. Transportation

Diverse strategies are used to help clients have a means of getting to job appointments and to their work site. Local DSS agencies, using VIEW funds, pay for the transportation required for VIEW clients to get to their jobs. Clients continue to get transportation for up to 12 months following closure of their TANF case (i.e., cash assistance). During this time, local agencies may utilize and fund many modes of transportation that include but are not limited to:

- Door-to-door van service on demand
- In some rural localities, agencies pay for daily taxi service so that TANF clients can reach employment site
- Bus tokens
- Purchase of cars
- General funding of local transportation systems.

Contract funds can be used for supportive services for up to one additional year for transitional participants.

24. SSI/SSDI Application Support

This involves providing support to an individual for the application process for SSDI or SSI. For this contract, the target population would be TANF clients (adults and children) who have significant disabilities and assessments (including diagnostic evaluations) and poor employment histories that would indicate SSI as an appropriate strategy.

APPENDIX C

TANF REQUIREMENTS

I. PROGRAM OBJECTIVES

The State receives TANF funding in the form of a block contract from the United States Department of Health and Human Services (HHS). The State must use the TANF block contract funds to meet at least one of the four objectives stated in the federal TANF law. The objectives of TANF are to:

- (1) provide assistance to needy families;
- (2) end dependence of needy parents by promoting job preparation, work, and marriage;
- (3) prevent and reduce out-of-wedlock pregnancies; and
- (4) encourage the formation and maintenance of two-parent families.

II. SOURCE OF GOVERNING REQUIREMENTS

TANF was established by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law 104-193), which amended Title IV-A of the Social Security Act. Additional amendments were enacted in the Balanced Budget Act of 1997. The federal law regarding TANF can be found in the U.S. Code at 42 USC 601-619.

Reauthorization of the Temporary Assistance for Needy Families (TANF) Program's Final Rule was published in the February 5, 2008 Federal Register 45 CFR Parts 261, 262, 263, and 265. The regulation can be found at: http://www.acf.hhs.gov/programs/ofa/law-reg/finalrule/tanf_final_rule.htm.

TANF is subject to the A-102 Common Rule (www.whitehouse.gov/omb/circulars/a102/a102.html) and OMB Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087-all.html).

Any program or activity that receives TANF block contract funds is subject to: the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Civil Rights Act of 1964. There shall be no discrimination based on race, color, religion, sex, national origin, marital, parental, birth status, or disability by State or local agencies in the administration of any public assistance program.

III. ASSISTANCE VERSUS NON-ASSISTANCE

The funds being allocated by contract cannot be used for "assistance" unless specifically permitted by the Secretary of Health and Human Resources. Generally, assistance refers to cash benefits and non-assistance refers to the provisions of services.

The definition of "assistance" provided with TANF federal funds is of particular importance because the major TANF program requirements (e.g., work requirements, time limits on Federal assistance, assignment of rights to child support, and data reporting) apply only to families receiving "assistance." The definition of assistance can be found at 45 CFR 260.31 (www.acf.dhhs.gov/programs/ofa/finalru.htm).

In the federal TANF regulations, assistance includes payments directed at ongoing, basic needs.

Assistance excludes non-recurrent, short-term benefits designed to deal with individual crisis situations rather than ongoing need. These benefits cannot provide for needs that extend beyond four months. The definition of assistance also excludes child care, transportation and supports provided to employed families, individual development account (IDA) benefits, refundable earned income tax credits, work subsidies to employers, and services such as education and training, case management, job search, and counseling.

IV. FINANCIAL PENALTIES

8. Use of federal funds in violation of the Act results in financial penalties. The single audit conducted under the Single Audit Act, supplemented by other related audits, reviews, and data sources will help identify violations.
9. Any use of funds that violates the provisions of the Act (Public Law 104-193, Section 115(a)(1) [Denial of Public Assistance and Benefits for Certain Drug-Related Convictions]) the provisions of 45 CFR Part 92 or OMB Circular A-87 will be considered to be a misuse of funds.
10. Misuse of funds will be considered intentional if there is supporting documentation, such as federal guidance or policy instructions, indicating that federal TANF funds could not be used for that purpose.