



*First Judicial District of Pennsylvania
Procurement Unit
368 City Hall
Philadelphia, Pennsylvania 19107
(215) 683-7940
(215) 683-7942 Fax
<http://courts.phila.gov>*

Marc Flood, Esquire
Deputy Court Administrator

March 15, 2016

Dear Prospective Vendor:

You are invited to submit a proposal to render professional services for the development and implementation of an employment and training program for the Title IV-D Child Support Enforcement Program Serving Allegheny, Delaware and Philadelphia Counties Child Support Enforcement Programs in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies* to: Employment and Training Program RFP, ***First Judicial District of Pennsylvania, Procurement Unit, 368 City Hall, Philadelphia, Pennsylvania 19107.***

Proposals must be received in a sealed envelope at the above address no later than 3:00 P.M., Friday, April 15, 2016. Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, no later than **3:00 P.M., Tuesday, March 29, 2016**, to Stephanie Rigterink, Esquire, Procurement Unit, First Judicial District of Pennsylvania, 368 City Hall, Philadelphia, PA 19107 via email to stephanie.rigterink@courts.phila.gov or via fax at (215) 683-7942. All vendors will be provided with answers to questions asked by any one vendor.

We expect that evaluation of the proposals and selection of the vendor will be completed as soon as possible and all bidders will be notified.

Sincerely,

A handwritten signature in blue ink that reads "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of Pennsylvania

Request for Proposal

For

Professional Services for the Development and
Implementation of an Employment and Training
Program for the Title IV-D Child Support Enforcement
Program Serving Allegheny, Delaware and Philadelphia
Counties Child Support Enforcement Programs

Procurement Unit

March 15, 2016

TABLE OF CONTENTS

A. Background	1
B. Scope of Task	1
C. Issuing Office	1
D. Information Required from the Vendor	2
1. Statement of Problem	2
2. Work Plan	2
3. Personnel	3
4. Cost and Price	3
E. Criteria for Selection	3
1. Vendor's Qualifications	3
2. Personnel Qualifications	3
3. Understanding the Problem and Needs	3
4. Cost	3
F. Additional Conditions Governing the Procurement Process	3
1. Rights Reserved	3
2. Conditions of Bidding and Instructions	4
A. Preparation of Proposals	4
B. Acceptance and Rejection of Proposals	4
C. Surety for Proposals	5
D. Penalty for Failure to Execute Contract	5
E. Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)	5
F. Nondiscrimination	5
G. Prevailing Wages	6
H. Qualifications to Do Business	6
I. Prohibition on Foreign Corporations	6
J. Rejection of Collusive Bids	7
K. Rejection of Proposals	7
L. Incurring Costs	7
M. RFP Amendments	7
N. Proposal Amendments and Rules for Withdrawal	7
O. Negotiation of Contract	7
P. Anti-bribery	7
Q. Offer of Gratuities	7
R. Restrictions on Contact with FJD Personnel	7
S. Restrictions on the Use of Former Judiciary Personnel	8
T. Conflict of Interest	8
U. News Releases	8
V. Public Disclosure	8

A. Background

The Commonwealth of Pennsylvania Department of Human Services (hereinafter referred to as "DHS"), created by Act 390, approved July 13, 1957, P.L. 852, is responsible for the administration of public assistance programs in the Commonwealth (62 P.S. §403). Section 205 of the Public Welfare Code, 62 P.S. §205, authorizes DHS to make grants of appropriated funds to programs in fields in which DHS has responsibility. DHS expects to allocate \$2,300,000.00 annually for a grand total of \$6,900,000 for Fiscal Years 2017-2019 from Title IV-D Child Support Enforcement Program (hereinafter referred to as "IV-D") incentive funds expected to be appropriated for the New Employment Opportunities for Noncustodial Parents (hereinafter referred to as "NEON") Program. The NEON Program is an employment and training program designed to enhance the skill sets of unemployed and underemployed noncustodial parents (hereinafter referred to as "NCPs") so they can be placed in jobs and meet their child support obligations. The First Judicial District of Pennsylvania (hereinafter referred to as "FJD") was selected to receive this grant in accordance with DHS's established grant policy and procedure. The FJD wishes to engage a firm to render professional services for the development and implementation of an employment and training program for the Title IV-D Child Support Enforcement Program Serving Allegheny, Delaware and Philadelphia Counties Child Support Enforcement Programs.

B. Scope of Task

This RFP contains instructions governing the proposals to be submitted and the material(s) to be included therein: a description of the services to be provided, requirements that must be met to be eligible for consideration, general evaluation criteria, and other requirements to be met by each proposal.

The FJD desires to engage a Vendor to render professional services for the development and implementation of an employment and training program for the Title IV-D Child Support Enforcement Program Serving Allegheny, Delaware and Philadelphia Counties Child Support Enforcement Programs. The services required include, but are not limited to, those described in detail in Rider 1 to this RFP, which shall meet the FJD's standards. **The Vendor shall provide all equipment and personnel necessary to provide these services.**

C. Issuing Office

The FJD is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The FJD is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this RFP. The FJD reserves the right to cancel this RFP at any time. All communications regarding this procurement must be in writing and addressed (via U.S. Mail, fax, or email) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, PA 19107
Attention: Stephanie Rigterink, Esquire
Fax Number: (215) 683-7942
stephaie.rigterink@courts.phila.gov

D. Information Required from Vendor

Vendors' responses must be submitted in the format outlined below. To be considered, the proposal must respond to all the requirements of the RFP. *Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.*

1. Statement of the Problem

State in succinct terms your understanding of the problem presented and the services required by this RFP.

2. Work Plan

Describe in narrative form your plan for accomplishing the work required by this RFP, including the ability to begin fulfilling its terms and conditions immediately upon execution of a professional services contract by all parties.

3. Personnel

Include the names, resumes and qualifications of executive, managerial and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your business, and the responsibilities that they will have for the project. List references and similar projects requiring like experience and expertise in which specific personnel have been involved.

4. Cost and Price

This information is required to support the reasonableness of your proposal.

E. Criteria for Selection

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

1. Vendor's Qualifications

This refers to the ability of the Vendor to meet all the terms of the RFP, especially the quality, relevancy, and recency of projects completed by the Vendor.

2. Personnel Qualifications

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with particular reference to experience on similar projects described in the RFP.

3. Understanding the Problem and Needs

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the RFP, the objectives in asking for the services and the nature and scope of the work involved.

4. Cost

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process.

F. Additional Conditions Governing the Procurement Process

Vendors must be aware of the following additional conditions governing this procurement:

1. Rights Reserved

Upon determination that its best interests would be served, the FJD shall have the right to:

- ◆ Cancel the procurement at any time prior to the Contract award.
- ◆ Amend this solicitation at any time prior to bid closing time and date.
- ◆ Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.
- ◆ Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- ◆ Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- ◆ Invite Vendors, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of Vendors invited to make such a presentation or demonstration.

- ◆ Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.
- ◆ Award in part or reject any and all proposals in whole or in part.
- ◆ Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- ◆ Request information in response to a "Best and Final" proposal from one or more Vendors.
- ◆ Allow a Vendor to remedy, in writing, any deficiency which is not material.

2. Conditions of Bidding and Instructions

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the FJD.

a. Preparation of Proposals

- i. Proposals must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The proposal must be signed by the owner if a sole proprietor or by a general partner if the Vendor is a partnership. If the Vendor is a corporation, the proposal must be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer and must bear the corporate seal. A corporate Vendor, in the alternative, may execute a proposal other than by the formality set forth above, by signing such proposal by an officer, employee or agent having express authority by reason of a power of attorney identifying such officer or agent by name and title, which power of attorney shall bear the corporate seal and be attached to the proposal. A Vendor must indicate whether it is authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.
- ii. Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- iii. No proposal will be considered if not actually received at the designated office at the time specified in the proposal. Timely delivery shall be judged by the date of actual receipt.
- iv. To be considered, Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, containing additions not called for or irregularities of any kind including alterations or erasures, may be rejected as informal and void the response entirely.
- v. No proposal shall be withdrawn for 60 days from the date of the deadline specified for submission of proposals, except as otherwise provided herein. Vendors may be given permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, of which request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
- vi. No change in prices, terms and conditions will be considered after the deadline for submission of proposals.

b. Acceptance and Rejection of Proposals

- i. The FJD reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any part of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
- ii. No award will be made to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the RFP under consideration.
- iii. All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.

c. Surety for Proposals

If required by the RFP, no proposal will be considered unless accompanied by a bond in favor of and payable to the FJD in a sum and form (such as bank cashier's, treasurer's or depositor's certified check) determined to be appropriate by the FJD. If a surety requirement is imposed, the security of the three (3) most qualified Vendors will be retained until the execution of the contract.

d. Penalty for Failure to Execute Contract

Any Vendor not lawfully released from his or her proposal, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of the failure of the Vendor to enter into such contract.

e. Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)

Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Office of Economic (OEO) are encouraged to participate as prime proposers. Prime proposers who M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as subvendors. Respondents are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal

Opportunity
are not

f. Nondiscrimination

During the term of any subsequent contract resulting from this procurement, vendor agrees to the following:

- i. Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
- ii. Furthermore, pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. and 35.101 et seq.*, the Vendor understands and agrees that no individual with a disability shall, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the "*General Prohibitions Against Discrimination*", *28 C.F.R. and 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act*, which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside Vendors.
- iii. Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of any contract as a result of this procurement. Such nondiscrimination shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- iv. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability.
- v. Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract as a result of this

procurement, so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.

- vi. In the event of Vendor's noncompliance with the nondiscrimination clause of this RFP or with any such laws governing nondiscrimination, vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance with the nondiscrimination clause of any subsequent contract or with any such laws governing nondiscrimination, the contract may be terminated or suspended, in whole or in part, whereupon all obligations on the contract shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further FJD contracts, and other sanctions may be imposed and remedies invoked.
- vii. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- viii. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
- ix. Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled or delivered.
- x. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth, the City, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

g. Prevailing Wage

Historically, the FJD does not require any vendor to hire/employ unionized personnel, however, the FJD does require the selected vendor to compensate any personnel and/or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work/services; wages, as used herein, shall include all fringe benefits. During the course of a subsequent agreement to this

solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.

h. Qualifications to Do Business

The Vendor shall, within 5 days after receiving a letter of intent to award a Contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract

i. Prohibition on Foreign Corporations

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has compiled or has agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

If the Vendor is incorporated in some state other than the State of Pennsylvania, the Vendor shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

j. Rejection of Collusive Bids

Proposals received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No 45; 73 P.S. 1611 et. seq. apply.

k. Rejection of Proposals

The FJD reserves the right to withdraw or cancel this RFP at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

l. Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of proposals. Total FJD liability is limited to the terms and conditions of the contract.

m. RFP Amendments

The FJD reserves the right to amend the RFP prior to the date for proposal

submission.

n. Proposal Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions or alterations to proposals will be accepted after the proposal due date.

After proposal due date, a submitted proposal may be withdrawn upon written request of the Vendor. In such instances, the bid bond, if required, may be forfeited upon the granting of such request.

Any submitted proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

o. Negotiation of Contract

Negotiations may be undertaken with the vendor(s) whose proposals satisfactorily identifies the requisite criteria for this project as stated in this RFP. All contracts shall be subject to standard governmental clauses as prescribed by the FJD. The FJD reserves the right to assign the contract to any person, office or entity as it deems appropriate or as ordered by the Supreme Court of Pennsylvania.

p. Anti-Bribery

The Vendors' response to this RFP certifies that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

q. Offer of Gratuities

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

r. Restrictions on Contact with FJD Personnel

From the date of release of this RFP until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by this RFP. Violation of these conditions is cause for the FJD to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

s. **Restrictions on the Use of Former Judiciary Personnel**

By submission of a proposal, the Vendor certifies that no person formerly employed by the Pennsylvania Judicial Branch on a full time basis within twelve (12) months immediately preceding the date of the release of this RFP had any involvement whatsoever in the preparation of the Vendor's proposal. For purposes of this subsection, a "full time basis" means providing services for a minimum of thirty-five (35) hours per week for a period of twelve (12) consecutive months, at least one (1) month of which fell within the twelve (12) months immediately prior to the date of the release of this RFP.

Furthermore, the Vendor certifies by the submission of the proposal that if the Vendor is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Vendor, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

Any violations of these certifications may, in the discretion of the FJD, be grounds to reject the proposal or terminate the contract.

t. **Conflict of Interest**

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting proposals in response to this RFP.

All persons serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual or other professional agreements with Vendors who submit a proposal in response to this RFP.

u. **News Releases**

News releases pertaining to this RFP shall not be made without prior approval of the FJD and then only in coordination with the FJD.

v. **Public Disclosure**

As a general rule, the Court does not disclose any personally or professionally identifiable information collected or obtained through normal Court business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S. § 67.101 *et seq.*), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any/all participating Parties should be aware that information collected or obtained by the Court through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

New Employment Opportunities for Noncustodial Parents (NEON) Program

Work Statement

PURPOSE:

The purpose of this Work Statement is to define specific services to operate and further develop the New Employment Opportunities for Noncustodial Parents (NEON) Program for the Bureau of Child Support Enforcement (BCSE) that will be provided by the Contractor for Fiscal Years 2017-2019.

NEON is an employment and training program designed to achieve job placement and foster continued employment of unemployed and underemployed noncustodial parents (NCPs) by offering specific skill development. NEON's goal to make child support a more reliable source of income is achieved by providing NCPs (including those who were previously incarcerated and/or have a history of drug and/or alcohol abuse issues) with job-specific, skill—based training to obtain long-term employment at a wage above the federal minimum wage level. Job placement criteria include the availability of health care coverage at a reasonable cost for the NCP and his/her children. The program provides an innovative approach to customer service and performance improvement.

STATEMENT OF NEED/FUNDING JUSTIFICATION:

DHS has allocated \$2.3 million of child support incentive funds each year since 2004 to operate NEON for the state fiscal year period July 1 through June 30 to support the demand for job training for NCPs served by four NEON Program sites. The NEON Program will now serve three sites. A waiver is obtained each year from the Federal Office of Child Support Enforcement (OCSE) to use the Title IV-D incentive funds for NEON in accordance with Section 458(f) of the Social Security Act, as amended.

Expenditures under this Agreement will be reasonable and necessary to support NEON and will be supported by adequate documentation in accordance with Title 45 of the Code of Federal Regulations, Part 74, Section 45 (45 CFR 74.45).

WORK PLAN

OBJECTIVES AND STANDARDS:

BCSE shall require the following of Contractor:

Contractor shall operate NEON Programs in Philadelphia County, Allegheny County and Delaware County.

The Court shall refer NCPs who are unable to meet their child support obligations due to employment issues to Contractor.

Contractor must be operating as an established workforce development and training consulting company, providing employment, training, case management and retention services through job readiness and life skills training and assessments, job development, case management, and data management. Contractor's staff shall include a Program Manager; Instructors; Employment Consultants, who serve as case managers and work with noncustodial parents one-one-one to remove any and all barriers to employment; and, Job Development staff, who establish connections with employers, ensure a large enough job bank is available, and provide a job readiness curriculum specifically designed for each noncustodial parent. Contractor's staff shall meet the minimum education and requirements outlined in position descriptions in the contract.

Contractor shall allow and ensure access for The Bureau of Child Support Enforcement (hereinafter referred to as "BCSE") and the Court to conduct onsite monitoring of the NEON Program at each program site based on the NEON Program guidelines provided by BCSE.

Contractor shall allow and ensure access for BCSE and the Court to conduct onsite auditing of financial records for compliance of all state, federal laws and regulations.

Contractor is required to permit all authorized agents, employees or representatives of DHS and the Court, and/or other appropriate government agency access to Contractor's premises at all reasonable times to observe, review and/or evaluate Contractor's performance and records under this Agreement.

Contractor shall ensure that program performance requirements are met.

1. At least eighty percent (80%) of participants will complete an appropriate program.
2. Entered Employment. Defined as the percentage of enrolled noncustodial parents who have been placed in a job and written verification confirming the employment has been obtained from the employer. The state fiscal year average rate must be at least sixty-five percent (65%).
3. Average Wage at Initial Placement. Defined as the average beginning hourly wage of noncustodial parents who have entered employment. The

state fiscal year average hourly wage must be at least eight dollars (\$8.00) per hour.

4. Placements with Medical Benefits. Defined as the percentage of noncustodial parents who have entered employment that provides medical benefits for the noncustodial parent and children. The state fiscal year average rate must be at least fifty percent (50%).
5. Post-Placement Retention. Defined as the percentage of noncustodial parents who have entered and retained employment for at least six consecutive months. The state fiscal year average rate must be at least seventy percent (70%).

Contractor shall have regular and ongoing interaction with the Court that will ensure results are demonstrated.

Contractor shall replace participants, at no charge, who drop out of the program in the first 30 days of enrollment.

Contractor shall operate within the scope of the submitted program budget.

Contractor shall provide accurate and timely submission of invoices.

The Court shall handle the funding functions of the NEON Program.

The Court shall pay invoices as set forth in Rider 1 to this Agreement.

Contractor shall provide surveys to clients, IV-D agencies, DHS/BCSE and the Court to ensure the program meets reasonable standards for cooperation, service delivery, and effectiveness.

Contractor shall provide accurate and timely submission of reports.

The Court shall review all reports including the monthly NEON Program Data Reports from Contractor and reports generated from the Data Warehouse.

Contractor shall provide a conference call telephone number with passcode and agenda two-days prior to the start of all teleconferences or meetings.

Contractor shall solicit input from DHS/BCSE and the Court for agenda items two weeks in advance of the scheduled teleconference or meeting.

Contractor shall schedule meetings and teleconferences as needed but should include BCSE and the Court.

Contractor shall write and distribute a filenote within two business days following all teleconferences and meetings to all participants, DHS/BCSE, and the Court.

Contractor shall fully comply with all Federal, State and Departmental confidentiality and safeguards requirements related to the access, disposal, storage, use and disclosure of Title IV-D information. Contractor shall comply with the DHS/BCSE security policies as described in Attachment 3.

If funding would become available, the Court shall establish cooperative agreements in additional counties BCSE selects, whereby the Title IV-D agency in the county refers NCPs who are unable to meet their child support obligation due to employment issues, to Contractor.

BCSE shall be required to do the following:

BCSE shall continue to administer the program and assign staff to monitor the project.

BCSE shall determine the allocation of training slots for the NEON Program per the following breakdown: a minimum of 900 training slots servicing Philadelphia (500), Allegheny (250) and Delaware (150). In the event that a reallocation of training slots needs to occur, BCSE shall determine the reallocation.

BCSE shall submit and obtain the annual waiver as required from the Federal Office of Child Support Enforcement (OCSE) to use Title IV-D incentive funds for NEON in accordance with Section 458(f) of the Social Security Act, as amended.

BCSE shall fund the NEON Program operated by the Court using approved Title IV-D incentive funds paid to the Court via an annual invoice process.

BCSE shall continue to research and apply for funding opportunities to expand the NEON program.

BCSE shall have regular and ongoing interactions to ensure results are demonstrated with the Court, Title IV-D agencies in the two counties, and Contractor.

BCSE shall annually review and revise the NEON Program Guidelines as necessary to ensure accurate monitoring of the NEON Program.

BCSE shall conduct onsite monitoring of the NEON Program at each program site based on the NEON Program Guidelines provided by BCSE. BCSE shall monitor to make sure Contractor develops and conducts a program that offers all-inclusive, holistic services that focus on quantifiable, measurable outcomes, such as training and employment to include, but not be limited to:

1. Employment Counseling
2. Job-readiness training
3. Job placement into long-term employment that provides a wage above the federal minimum wage level and the availability of health care coverage, at a reasonable cost, for noncustodial parents and their children;
4. Child-support payment counseling; and
5. Job retention services and job-specific, skills-based training.

BCSE shall conduct onsite auditing of financial records for compliance of all state and federal laws and regulations.

BCSE shall observe, review and/or evaluate the Court's performance and records.

BCSE shall gather data reports from the Data Warehouse and shall send reports out to the Court and Contractor.

BCSE shall review all reports including the monthly NEON Program Data Reports received from Contractor and reports generated from the Data Warehouse.

BCSE shall gather and prepare data reports to OCSE to support the waiver as required to use Title IV-D incentive funds for NEON in accordance with Section 458(f) of the Social Security Act,

TERMINATION OF SERVICES & TURNOVER:

Upon expiration of these services or upon written request by DHS/BCSE/the Court, Contractor shall turn over to DHS/BCSE/the Court any materials related to the NEON Program.

Under the provisions of 45 CFR 95.617 (Software and Ownership Rights), the Commonwealth and the Court will have ownership rights to software or modifications thereof, and associated documentations designed, or installed using Federal Financial Participation funds. The Commonwealth and the Court reserve a royalty-free, non-exclusive and irrevocable license to reproduce, the copyright in any software, and in any associated documentation, developed under this work statement.

All property (hardware, equipment, etc.) furnished by DHS or the Court or personal property acquired by Contractor, including purchase by lease-purchase

contract, for which Contractor is to be paid under this Agreement shall be deemed "DHS property" or "Court property". Any DHS or Court property shall, unless otherwise approved in writing by DHS or the Court, be used only for the performance of this Agreement. In the event that Contractor is indemnified, reimbursed, or otherwise compensated for any upgrade, loss, destruction, or damage to DHS or Court property, it shall use the proceeds to replace, repair, or renovate the property involved, or shall credit such proceeds against the costs of the work covered by the Agreement, or shall reimburse DHS or the Court, at DHS's or the Court's direction.

COMMONWEALTH PARTICIPATION:

Key Contacts- BCSE

Mr. Kevin Guistwite is BCSE's Project Officer for the NEON Program. The Project Officer, or his successor or designee, will serve as the Commonwealth's liaison with the Court Project Manager for the NEON Program. He will provide support for the operation and further development of the NEON Program in the following areas:

- Work flow between the Commonwealth and the Court
- Administrative and operational monitoring and support

The BCSE Project Liaison, is responsible for quality assurance and performance monitoring, as well as administrative and technical support needed to administer and operate the NEON Program.

Court Participation

Key Contacts – Court

Mr. Marc Flood, Esq., Deputy Court Administrator, Procurement

Mr. Joseph C. Kamnik, Jr., CPA is the Court's Project Manager for the NEON program.

Mrs. Stephanie R. Siko, Labor, Procurement and Litigation Attorney

*Anything RFP or Contract related please contact Marc Flood and/or Stephanie Siko