



Department of
Job and Family Services

Mike DeWine, Governor
Kimberly Hall, Director

October 1, 2019

Dear Applicant:

The Ohio Department of Job and Family Services (ODJFS) rereleases this Request for Grant Applications (RFGA), JFSR2021178173, to award funding to organizations to increase community awareness of available services; increase availability of services; and provide new and expanded services for pregnant women and parents, or other relatives caring for children twelve (12) months of age or younger, on behalf of the Ohio Parenting and Pregnancy Program. The Ohio Parenting and Pregnancy Program is designed to provide services to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger by promoting childbirth, parenting, and alternatives to abortion; and while meeting one (1) or more of the four (4) purposes of the Temporary Assistance for Needy Families (TANF) grant as specified in 42 U.S.C. 601. These purposes include providing assistance to needy families so that children can be cared for in their own homes; reducing the dependency of needy parents by promoting job preparation, work, and marriage; preventing and reducing the incidence of out-of-wedlock pregnancies; and encouraging the formation and maintenance of two-parent families. This grant opportunity is intended to award funding to private, not-for-profit entities.

If you are interested in submitting an application, obtain the RFGA and Application through the ODJFS web site at <http://www.ifs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit:

ODJFS, Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
PH: (614) 728-5693

Responses must be prepared and submitted in strict accordance with the requirements and timeframes given in the RFGA. Thank you for your attention to this request.

Sincerely,

Eric D. Glenn, Sr.
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

**OHIO PARENTING AND PREGNANCY
PROGRAM GRANT**

RFGA # JFSR2021178173

**Issued By:
The Ohio Department of Job and Family Services**

**REQUEST FOR GRANT APPLICATIONS (RFGA):
Ohio Parenting and Pregnancy Program Grant
RFGA #: JFSR20211788173**

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REQUEST FOR GRANT APPLICATIONS (RFGA):
Ohio Parenting and Pregnancy Program Grant
RFGA #: J F S R2021178173

SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) rereleases this Request for Grant Applications (RFGA), JFSR2021178173, to award funding to organizations to increase community awareness of available services; increase availability of services; and provide new and expanded services for pregnant women and parents, or other relatives caring for children twelve (12) months of age or younger, on behalf of the Ohio Parenting and Pregnancy Program. The Ohio Parenting and Pregnancy Program is designed to provide services to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger by promoting childbirth, parenting, and alternatives to abortion; and while meeting one (1) or more of the four (4) purposes of the Temporary Assistance for Needy Families (TANF) grant as specified in 42 U.S.C. 601. These purposes include providing assistance to needy families so that children can be cared for in their own homes; reducing the dependency of needy parents by promoting job preparation, work, and marriage; preventing and reducing the incidence of out-of-wedlock pregnancies; and encouraging the formation and maintenance of two-parent families. This grant opportunity is intended to award funding to private, not-for-profit entities.

For the purpose of this RFGA, the term “applicant” shall be defined as an Ohio-based private, non-profit organization interested in this opportunity. The terms “application” and “response” may be used interchangeably to indicate materials submitted to ODJFS by an applicant to be considered for award of a grant for services as described in this RFGA. The terms “grantee” and “selected applicant” may be used interchangeably in reference to an organization selected by ODJFS through this RFGA for award.

1.2 Background

In 2013, the Ohio Legislature passed Ohio Revised Code (ORC) 5101.804 which opened the opportunity to provide funding for family planning, parenting, and pregnancy planning programs. The services to be provided must be in line with the requirements set forth in ORC 5101.804.

1.3 Overview of the Project

Through the Ohio Parenting and Pregnancy Program, ODJFS seeks to support the goals of ORC 5101.804 by issuing this RFGA and selecting grantees that provide programs to increase awareness and availability of services that promote childbirth and parenting as alternatives to abortion. The intent is to fund programs that support parents, caregivers and relatives of children from birth through twelve (12) months in their efforts to create or maintain healthy families.

1.4 Objectives of the Project

The objective of this RFGA is to provide funding to supplement, not supplant, existing services by using awarded funds for new or expanded services, or expanded geographical access to services for pregnant women, supporting healthy childbirth programs and services, or providing resources necessary to support the needs of children through their first year of life.

1.5 Project Limitations

The funding for this grant is Federal TANF dollars. PLEASE NOTE: in previous years this program has been funded using State General Revenue Dollars. Funding has been changed to Federal TANF dollars; and all federal prohibitions and limitations apply. Unallowable expenses under this grant include but are not limited to the following:

- A. Medical services and/or expenses that would be covered by Medicaid, (i.e. ultra sounds, medical tests or medications prescribed by a doctor) The only exception to this is Family Planning services which do not require a medical professional.
- B. Costs for construction, rehabilitation and purchases of buildings;
- C. Juvenile justice services, foster care maintenance, child support services, or public education expenses;
- D. Professional fees charged for medical or behavioral health professionals;
- E. Costs for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities); and
- F. Any payment being made to pay a bad debt

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
October 1, 2019	ODJFS rereleases RFGA to applicants on DAS/ODJFS websites; Q & A Period opens - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
October 21, 2019	Applicant Q & A Period closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted.

November 13, 2019	Deadline for applicants to submit applications to ODJFS, 3 p.m. - Applicant opening date, beginning the ODJFS process of application review Late Applications will not be accepted. There will be no exceptions made.
November 22, 2019	ODJFS issues Grant Award Notification Letters (estimated) - Applicants that submitted applications in response to this RFGA will be sent letters stating whether their application was accepted for award of the grant.
December 1, 2019	Implementation* (estimated, following notification of all grant and funding approvals) - ODJFS agreements are not valid and effective until the issuance of an approved State of Ohio Purchase Order.
June 30, 2021	Program Completion - All work must be completed and approved by ODJFS Agreement Manager.

ODJFS reserves the right to revise this schedule in the best interest of ODJFS and/or to comply with the State of Ohio procurement procedures and regulations and after providing reasonable notice.

*According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of funding, as indicated by the approval of a Purchase Order (PO). The selected applicants may neither perform work nor submit an invoice for payment for work performed for this program for any time period prior to the PO approval date. The ODJFS Agreement Manager will notify the selected applicants when the requirements of ORC Section 126.07 have been met.

**Subject to all applicable approvals, the agreement period is expected to run from approximately December 1 2019 through June 30, 2021. In the event that funding for the continuation of this program is made available to ODJFS, ODJFS may, at its sole discretion, offer a renewal period of one (1) additional year to selected grantees. Any such renewals would be contingent upon all necessary funding and legal approvals; continued programmatic purpose; and the satisfactory performance of grantees.

2.2 Internet Q&A Period; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a question, applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number JFSR2021178173 from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**

*** Select “View Q and A” near the bottom of the web page.**

Questions regarding this RFGA must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the applicant (or other party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. Questions submitted after 8:00 a.m. on the date the Q & A period closes will not be answered.

ODJFS’ responses to all questions asked via the Internet will be posted on the webpage dedicated to this RFGA for public reference by any party. ODJFS will not provide answers directly to the applicant or any party that submitted the question.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODJFS’ answers may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” applicants and others should select “View Q and A.” ODJFS strongly encourages applicants to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Applications submitted in response to this RFGA are to take into account any information communicated by ODJFS in the Q & A process for this RFGA. It is the responsibility of all applicants to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA. ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Q & A process described in this RFGA.

Requests for copies of any previous solicitations (RFGAs, RLBs, RFPs, etc.) or for past applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. ODJFS will only answer those questions submitted which pertain to issues of RFGA clarity, and which are not requests for public records. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

Should applicants experience technical difficulties accessing the ODJFS website where the RFGA and its related documents are published, they may contact the ODJFS Office of Contracts and Acquisitions (OCA), RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFGA, until an actual grant is awarded, there may be no communications concerning the RFGA between any applicant which expects to submit an application and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantee.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q & A Period;

- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview, if necessary, for ODJFS to make a final selection;
- D. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

PRRs, submitted in accordance with directions provided in this Section 2.3, Communications Prohibition, will be honored. The posted timeframes for ODJFS responses to Internet questions for RFGA clarification do not apply to PRRs. The PRR must comply with the following guidelines:

1. The PRR may be filed by an applicant or other party and must be submitted in writing via mail or e-mail and shall contain the following information:
 - a. The name, organization (if applicable), address, telephone, and e-mail address of the requester; and
 - b. The specific name and/or number of the past RFGA, application or grant agreement being requested.
2. All requests must be filed at the following location:

Deputy Director
Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215

Any attempts at prohibited communications by applicants may result in the disqualification of those applications.

2.4 Timeframes and Funding Available

ODJFS is seeking to enter into agreements with grantees commencing upon notification of all grant and funding approvals and ending June 30, 2021.

Awards will be issued in each state fiscal year (SFY) for SFY 2020 and SFY 2021, up to the amount of the available funds. The actual dollar amounts awarded for selected applications may be less than the amount requested, and will be based on the applicants' program budgets, geographic diversity, the amount of funding made available to ODJFS, and the number of grant applications which are both qualified and selected for award.

A Program Budget and Narrative Form is included in Attachment D: Technical Application. Allowable purchases include clothing, non-behavioral counseling, food, furniture, , shelter, and other reasonable and appropriate supportive services, programs, and/or related outreach. Other examples include car seats, strollers, and other items as pre-approved by the ODJFS Agreement Manager. Applicants should refer to ORC 5101.804 for specific

prohibition and funding limitations. Applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of parenting and pregnancy services for residents in their counties/regions.

In the event that funding for the continuation of this program is made available to ODJFS, ODJFS may, at its sole discretion, offer a renewal period up to one (1) additional year to selected grantees. Any such renewals would be contingent upon all necessary funding and legal approvals; continued programmatic purpose; and the satisfactory performance of grantees. ODJFS currently has no indication that any funding for renewals will be available, therefore applicants may not propose multiple year projects that rely on renewed ODJFS funding. Should such funding become available, ODJFS may opt to renew some but not all awards or may opt to not renew any awards.

To make its final selection of applications to receive awards, and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations and funding available. ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services throughout the state, and in both urban and rural areas.

Applicants are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Program Budget if the Program Budgets of all technically qualifying applicants are in excess of the available funding for this program. Please refer to Section 6.1 C. of this RFGA for further information on ODJFS procedures to be implemented if this occurs. If funds are not adequately utilized by any grantee(s) over the life of the agreement, ODJFS reserves the right to reduce an award, and at its discretion to increase the size of the award made to a more effective grantee.

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

3.1 Mandatory Applicant Qualifications

In order to be considered for one of the awards expected to result from this RFGA, ODJFS requires that interested applicants **MUST** meet, at minimum, **ALL of** the following qualification requirements. ODJFS will only consider applications from applicants who meet the following requirements:

- A. Applicants must be private, not-for-profit organizations. Applicants must submit a copy of the organization's current and valid not-for-profit 501(c)(3) tax status determination letter from the Internal Revenue Service (IRS);
- B. Applicants must have a physical location or office in the State of Ohio;
- C. Applicants must have been operating for at least one (1) year;
- D. Applicants' primary purpose must be to promote childbirth, rather than abortion, through counseling and

other services, including parenting and adoption support;

- E. Applicants must provide services to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger, including clothing, counseling, diapers, food, furniture, health care, parenting classes, postpartum recovery, shelter, and any other supportive services, programs, or related outreach;
- F. Applicants must not charge a fee to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger for any services received;
- G. Applicants may not be involved in, or associated with, any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising;
- H. Applicants must not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability or gender;
- I. Applicants which, if applicable, only subgrant services to any entities that are:
 - 1. A private, not-for-profit entity;
 - 2. Physically and financially separate from any entity, or component of an entity, that engages in abortion activities; and
 - 3. Not involved in or associated with any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising.
- J. Applicants Program Lead (as defined in Section 3.3, A.) resides in the State of Ohio. Do not provide Program Lead's home address.
- K. Applicants must agree to all required assurances, without exception, and include the signed Program Assurances affirmation page of the Technical Application (Appendix A) and include it in their submission. This affirmation is to confirm the applicant's compliance with the requirements listed above and that the applicants will operate in accordance with ORC 5101.804. Applications which do not include the signed Program Assurances affirmation page will be disqualified from further consideration for grant award.

3.2 Organizational Experience and Capabilities

Applications are to address, at minimum, the degree to which the applicant meets all the following qualifications and provide the following:

- A. Clearly identify your organization's primary purpose, the indicators your organization uses to determine effectiveness, and the outcomes achieved within the last two (2) years for promoting childbirth, parenting education, and alternatives to abortion.

- B. Describe the organization's experience providing services in the following areas, demonstrating a minimum of two (2) years of experience in each service:
1. Family planning;
 2. Abortion prevention services and childbirth promotion;
 3. Parenting education/development;
 4. Adoption assistance; and
 5. Reducing infant mortality.

3.3 Key Staff Experience and Capabilities

Applicants must demonstrate significant relevant expertise by assigning staff to key leadership roles for this program. Applicants must provide profiles and/or resume(s) for all persons proposed for the following key positions:

A. Program Lead

Identify and assign a key staff person to serve as Program Lead who holds, at minimum, a two (2) - year degree in social services or similar discipline and demonstrates a minimum of two (2) years of experience operating in the areas of family planning, abortion prevention services, childbirth promotion, parenting education/development, and/or adoption assistance. Program Lead must be in a lead position on this project and reside in the State of Ohio.

B. Program Outcome Manager

Identify and assign a key staff member to serve as Program Outcome Manager. The Program Outcome Manager will be responsible for ensuring that the applicant's proposed planned use of funding (e.g., increase number served, provide new or expanded services, expand geographical area served, or other relevant use of funding) is being successfully accomplished and reporting participant activity, services provided and other data in a monthly report or as requested by ODJFS. The Program Outcome Manager should have at least one (1) year of experience in working in areas of family planning or other services such as abortion prevention, childbirth promotion, parenting development, and/or adoption assistance, data tracking and reporting.

Note: The applicant's Program Outcome Manager may also serve as Program Lead; however, the applicant must demonstrate that the assigned key staff person meets the minimum required experience for both roles.

C. Fiscal Specialist

Identify and assign a key staff member to serve as Fiscal Specialist to be responsible for preparing monthly invoices; ensuring adherence to fiscal policies and procedures and preparing any additional financial reports as necessary. The Fiscal Specialist should have at least one (1) year of experience in working with fiscal programs, preparing invoices, personnel reporting, and preparing documentation.

D. Case Worker

Identify and assign at least one (1) key staff member to serve as a Case Worker to be responsible for coordinating care, resources and services for individual or family participants and that will provide services to promote childbirth and parenting. Case Worker(s) should have at least one (1) year of experience in working in areas of family planning or other family services that promote parenting, two (2) -parent families or family intervention services.

- E. Identify, by position and by name, any additional support staff located within the applicants' office that your organization considers key to the program's success. Provide a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program.
- F. Provide a current organizational chart (including any subgrantees and/or partners) and specify the key management and administrative personnel who will be assigned to this project.

NOTE: It is the affirmative responsibility of the applicant submitting an application to remove all personal confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subgrantees/partners and their staff from resumes or any other part of the application package. Following submission to ODJFS, all applications submitted may become part of the public record.

3.4 Organization Profile

- A. Describe in detail the services the applicant currently provides. Include the intake process, services provided after intake and how the services are provided and/or received, and any follow up services, logistics of operation and geographical areas of coverage. Include any services you consider unique to your organization. Include the organization's website address and attach a brochure or other printed material that provides information on the organization (if available).
- B. Describe the population the organization currently serves, including any demographic information as well as family makeup. Include the number of families for whom, in the past two (2) years, the organization has provided family planning, abortion prevention services, childbirth promotion, parenting education or development, and infant mortality reduction services.

3.5 Participant Eligibility

- A. Applicants must describe its experience determining eligibility for need based programs, and describe how it will ensure, to the best of its ability, the accuracy of the information provided by the program participant.
- B. Applicants must define the eligibility requirements they will use for the proposed services. At minimum, the eligibility requirements must include:

1. Participant income at or below two hundred percent (200%) of the current federal poverty level;
2. TANF eligibility and citizenship requirements; and
3. Requirements as listed in ORC 5101.804.

Additional eligibility standards may be added. Program participants will be permitted to provide self-certification of income and TANF eligibility only. If selected, a form will be provided by ODJFS to the Applicant. Eligibility and Citizenship verification must be conducted by the applicant and may not be sub-awarded to another organization.

3.6 Program Design

- A. Applications must include a description of the target population that it will serve.
- B. Program Requirements:

It is expected that funding for pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger will increase the number of families served; increase community awareness of available services; and increase the availability of those services. Funding may also be used to provide new and expanded services. Applicants who choose to also provide new and expanded services must thoroughly describe the strategy to provide those services.

Applicants must thoroughly describe how it will meet the following program goals and requirements, including the indicators the applicant will use to measure effectiveness.

1. Increase the participation above current levels including the number of families served;
 - a. Applicants must describe how many participants it serves in similar programming and estimate the total number of participants it will serve during the grant period with the proposed funding;
 - b. Applicants must describe how many families it currently serves and estimate the number of families it will serve during the grant period with the proposed funding;
 - c. Applicants must describe how the expected increase will be measured; and
 - d. Applicants must describe how it will demonstrate that the increase was a result of funding provided by the Ohio Parenting and Pregnancy Program.
2. Increase community awareness of service and the availability of services:
 - a. Applicants must describe how it will notify the public of the availability of services, including provide the marketing strategy; geographic reach; multimedia strategy; and the anticipated number of contacts the organization will make through use of these strategies. The strategies must be appropriate for the targeted populations.
3. Provide new and expanded services:

- a. Applicants must indicate if any new or expanded services are planned. Applicants must provide an assessment of need and demonstrate how the new or expanded services will meet that need. Applicants must thoroughly describe the plan to deliver the new or expanded services, including implementation, intended outcomes, and how the services will be evaluated for success.

C. Mandatory Services:

At a minimum, applicants must provide **ALL** of the following services. Applicants must describe how these services will be provided to participants and indicate whether these services will be provided directly by the applicant or through a sub agreement with another entity.

1. Parenting and family classes/counseling or educational sessions. Applicants must include curriculum to be used or a description of the class curriculum, lessons, goals, and outcomes. Applicants should indicate whether the curriculum is an evidence-based curriculum;
2. Infant safety lessons;
3. Mother and child nutrition education, including the risks of alcohol and tobacco, opioids or other harmful drugs;
4. Outreach for other social services not provided for by the organization (e.g., WIC, Food Assistance, and Child Care Assistance); and
5. ABCs of safe sleep (Celebrate One).

D. Address Infant Mortality:

1. Applicants must include a plan to address the infant mortality crisis in Ohio, and the services they will provide to participants and staff to help reduce the risk of infant mortality, as well as a description of its plan to deliver these services, including implementation, service delivery, and intended outcomes. Include the indicators the organization will use to measure effectiveness.

E. Subgrantee(s)/Partner(s):

Applicants are to disclose whether any subgrantees will be used for this project. If none will be used, applicant must include a statement in its application that no subgrantees will be used. If applicants intend to use subgrantees for services, it must describe the procurement process and the timeline to accomplish procurement. Applicants are also to describe their current or intended relationship with partner community organizations or entities that will be used to carry out the program activities, including: the name of each partnering organization; whether the entity is a current or intended partner; if funding will be provided to the partner or if services will be donated; the roles and functions for the applicant and each individual partner organization; services each partner will provide; whether or not the partner organization(s) have collaborated with the applicant on similar projects in the past; the number of years of collaboration with each partner; and the location of partner offices.

- F. Applicants must describe the monitoring process for the subgrantees/partners, if applicable. Include the documentation that will be reviewed, who will perform the monitoring, the frequency that the

subgrantee/partner shall provide performance reports and the plan addressing areas for improvement or poor performance.

G. Describe how participant and program information will be collected and confidentiality maintained.

H. Program Outcome Management:

1. Applicants must clearly describe the intended outcomes for this program and the indicators their agency will use to measure the program's effectiveness.

SECTION IV. CONDITIONS AND OTHER REQUIREMENTS

4.1 Interview

Applicants may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, will include participants from the Office of Family Assistance (OFA). ODJFS reserves the right to select responding applicants for interviews and may not interview all applicants. The applicant shall bear all costs of any scheduled interview.

4.2 Start Work Date

The selected grantees must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected grantees will be notified by the ODJFS Agreement Manager when work may begin. Any work begun by a grantee prior to this notification may not be reimbursable by ODJFS.

4.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation.

4.4 Trade Secrets Prohibition; Public Information Disclaimer

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS solicitation. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record, pursuant to ORC 149.43.

Any applications submitted in response to this solicitation which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. This RFGA and, after the selection of an applicant for award, any applications received in

response to a solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term “application” shall mean both the Technical Application and the Program Budget submitted by an applicant, and if opened, any attachments, addenda, appendices, or sample products.

4.5 Grant Agreement Requirements

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B. of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement (Attachment B.) are required by state and federal law; however, the applicant may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for all services provided pursuant to the grant agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all subgrantees;
- E. Grantees, and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, grantees, and any subgrantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. Grantees, and any subgrantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantees or employees of the grantees meet child support obligations established under state law;
- G. Grantees, and any subgrantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis;
- H. By signing a grant agreement with ODJFS, grantees agree that all necessary insurance is in effect; and
- I. Each grantee must agree to collect, maintain and report specific data on each component of their program as requested by ODJFS. Each grantee must also agree to participate in any data collection or evaluation required by ODJFS.

4.6 Subgrantee(s)

Any grantee proposing to use a subgrantee(s) for any part of the work described in this RFGA, must clearly identify

the subgrantee(s), if known in advance, in their application. The application must include a subgrantee agreement from the proposed subgrantee(s), signed by a person authorized to legally bind the subgrantee(s), indicating the following:

- A. The subgrantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, and e-mail address of a person who is authorized to legally bind the subgrantee(s);
- C. A complete description of the work the subgrantee will do, financial term(s) and a timeframe of agreement;
- D. A commitment to do the work, if the applicant is selected; and
- E. A statement that the subgrantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

4.7 Public Release of Records

Public release of any evaluation or monitoring reports funded under this grant agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a thirty (30) -day period for review and comment.

4.8 Confidentiality

All grant agreements will require that the grantee maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

4.9 Key Personnel

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the program may not be removed without reasonable notice to ODJFS.

4.10 Ethical and Conflict of Interest Requirements

- A. No grantee or individual, company or organization seeking a grant agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No grantee or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any grantee or potential grantee that violates the requirements and

prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the agreement or refusal by ODJFS to enter into a grant agreement; and

- D. ODJFS employees and grantees who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

4.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving a grant agreement from ODJFS, the grantee, and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 C.F.R. 164.501 and any amendments thereto. The selected applicant can reasonably anticipate HIPAA language in the agreement that results from this RFGA.

In the event of a material breach of grantee obligations under this section, ODJFS may, at its option, terminate the agreement according to provisions within the agreement for termination.

SECTION V. APPLICATION FORMAT & SUBMISSION

5.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) copies of the Technical Application must be received by ODJFS, Office of Contracts and Acquisitions, no later than **3:00 p.m., EST on November 13, 2019**. Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, OH 43215

For hand delivery on the due date, applicants must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes Office Tower (address above) and again on the 31st Floor. All applications will be accepted at the ODJFS Bid Room which is managed by OCA.

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date, or separately from the application regardless of date of receipt, will not be included in previous submissions nor be considered. No confirmations of mailed applications will be sent.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. The term “application” shall mean both the Technical Application and the Program Budget submitted by the applicant (either as required by ODJFS or sent at the applicant’s discretion), and any attachments, addenda, appendices, resumes, letters of recommendation, or sample products.

Applicants are required to submit one (1) additional copy of their complete Technical Application, including any required or voluntary attachments, and one (1) additional copy of the Program Budget, including any required or voluntary attachments, each on a CD-ROM, in non-rewriteable CD format. The requested CD would be used for storage/archiving purposes only and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the grant agreement between ODJFS and the applicant selected.

5.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART) for scoring, an application must include Tab A. (Required Applicant Information and Certifications Document) as described in this section. The Technical Application must contain all the information specified and requested for each of the components listed below.

The applicant’s Technical Application must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information and/or materials that were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 50 pages. All pages in Tabs 2-4 shall be sequentially numbered.

Applicants must organize their application in the following order:

Tab 1 Required Applicant Information and Certifications Document

Attachment A., Section I. – Required Applicant Information & Certifications Document. In this section, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A., Section I. to this RFGA. Applicants may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their application Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their application Tab 1. Applicants who fail to provide all information and certifications as described in Attachment A. Section I. in their application Tab 1 will be disqualified.

Attachment A., Section II. – Standard Affirmation and Disclosure Form, Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every applicant seeking to do business with ODJFS. This must be submitted as part of the response to solicitation. Failure by any applicant to complete, sign, and return the Standard Affirmation and Disclosure Form

with its application will result in rejection of the application as being non-responsive and disqualified from further consideration.

The signed originals of the above referenced forms (Attachment A., Sections I. and II.) are to be provided in the applicant's original application. Photocopies of the completed and signed forms must also be provided with each of the required copies and CD.

Tab 2 Applicant Experience Qualifications

- Sub-Tab 2a.** Mandatory Applicant Qualifications (As defined in Section 3.1)
- Sub-Tab 2b.** Organizational Experience and Capabilities (As defined in Section 3.2)
- Sub-Tab 2c.** Key Staff Experience and Capabilities (As defined in Section 3.3)
- Sub-Tab 2d.** Organization Profile (As defined in Section 3.4)
- Sub-Tab 2e.** Participation Eligibility (As defined in Section 3.5)
- Sub-Tab 2f.** Program Design (As defined in Section 3.6)

Tab 3 Program Budget (As defined in Appendix A)

Tab 4 Examples, other

5.3 **IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:**

The Technical Application is defined as any part of the application as required by the ODJFS.

- A. Any trade secret or proprietary information (as defined in Section 4.4 of this RFGA) found anywhere in an application shall result in immediate disqualification.

SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION

6.1 Scoring of Applications

ODJFS expects to enter into agreements with grantees that best demonstrate the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Program Budget. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS, Office of Family Assistance (OFA). ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantees will be based upon the criteria specified in this RFGA. Any applications not meeting the requirements contained in this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to disqualify any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any grant applicant or to the public. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.**

B. Phase II. Review—Criteria for Scoring the Technical Application:

The ART will then collectively score those qualifying technical applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections III and V of this RFGA. Using the score sheet for Phase II scoring (Attachment C) the ART will read, review, discuss and reach consensus on the final application score for each qualifying technical application. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

C. Phase III. Review—Criteria for Considering the Proposed Budget

The Program Budget will be reviewed by ODJFS. The grand total of each applicant’s Program Budget is divided by that applicant’s final Technical Application score. This compares the cost with the quality of the Technical Application, which will provide an average cost-per-quality point earned on the Technical Application.

If the program budgets of all technically qualifying applicants (as determined by the scoring process described in this section and by the Application Score Sheet, Attachment C to this RFGA) are in excess of the available remaining funding for this project, or are deemed by ODJFS to be excessive, ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised program budget. ODJFS will then consider those applicants’ revised program budgets which are within the budget guidelines and in accordance with the cost-point assignment process described in this section, above, and in the Application Score Sheet, Attachment C, for calculation of the winning score. ODJFS reserves the right to negotiate with applicants for adjustments to their applications/budgets should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

6.2 Final Selection

The ART may recommend for selection as many applicants as the remaining balance of funds and successful applications allow.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any applicant or party objecting to the award of an agreement resulting from the issuance of this RFGA may file a protest of the award of the agreement, or any other matter relating to the process of soliciting the applications. Such a protest must comply with the following guidelines:

- A. A protest may be filed by an applicant or party objecting to the award of an agreement resulting from this RFGA. The protest shall be in writing and shall contain the following information:
 1. The name, address, telephone number, and e-mail address of the protestor;
 2. The name and number of the RFGA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issues in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA, within the following periods:
 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.
 2. If the protest relates to the announced intent to award an agreement, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the ODJFS' intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS OCA after the time periods set forth in Item B. of this section.

- D. All protests must be filed at the following location:

Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215

- E. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicants who would have been awarded the agreement shall be notified of the receipt of the protest.

- F. ODJFS OCA shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserves the right not to select any application should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the webpage dedicated to this RFGA. All applicants are responsible for obtaining any such changes without further notice by ODJFS.

Any award resulting from the issuance of this application is subject to the terms and condition as provided in the model grant agreement (Attachment B.).

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Required Applicant Information and Certifications *(To be completed and included in Technical Application)***
- B. ODJFS Model Grant Agreement *(For applicant reference purposes)***
- C. Application Score Sheet *(For applicant reference purposes)***
- D. Program Budget and Narrative Form *(To be completed and included in Technical Application)***

SECTION IX. APPENDICES AND THEIR USES

- A. Program Assurance**

Thank you for your interest in this project.

Attachment A

Attachment A consists of 2 distinct and different sections. Both sections must be completed and included in Tab 1 of the proposal.

Section I – Required Grantee Information

Section II - Location of Business Form

Attachment A—Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

Purpose: The Ohio Department of Job and Family Services (ODJFS) requires the following information on applicants who submit proposals or applications in response to any ODJFS Requests for Grant Applications (RFGAs), in order to facilitate the development of the grant with the selected applicant. ODJFS reserves the right to reject your application if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your application. **Failure to provide such required information will result in your application’s immediate disqualification.**

Instructions: Provide the following information regarding the applicant organization submitting the application. Applicants may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their applications. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the applicant. Applicants are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFGA specified a maximum page limit for applicant proposals, the attachment of any required certifications, other documents, or additional pages needed to fully provide the information requested here will **NOT** be counted against that page limit.

Applicants must provide all information

1. ODJFS RFGA #:	2. Application Due Date:
3. Name: (legal name of the grantee – person or organization – to whom grant payments would be made)	
3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]	
4. Grantee Corporate Address:	5. Grantee Remittance Address: (or “same” if same as Item # 4)
6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u>	
Grantee Representative NAME and TITLE:	
Address:	E-Mail Address:
	Phone #: _____
	Fax #: _____
7. Print or type the name of the grantee representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #6, provide the following information on each such representative and specify their function):	
Grantee Representative NAME and TITLE:	
Address:	E-Mail Address:
	Phone #: _____
	Fax #:

8. Is this grantee an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal/bid. (If ODJFS has specified the RFGA document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)

9. Mandatory Grantee Certifications:

ODJFS may not enter into agreements with/make purchases from any organizations that have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Organizations responding to any ODJFS RFGA opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. Failure to provide proper affirming signature on any of these statements will result in the disqualification of your application.

I _____ (signature of representative shown in Item # 7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute, or otherwise qualifies under that section to enter into contracts with the State of Ohio.

10. Equal Employment Opportunity Information on the Grantee and any Sub-grantee(s)

A. Provide vendor employee data both nationwide (including Ohio staff), and Ohio office employees separately:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

B. If you are the selected vendor, will you subcontract any part of the work?

NO -or- YES, but for less than 50% of the work -or- YES, for 50% or more of the work

If yes, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: _____
Address: _____
Work To Be Performed: _____
(a brief description) _____

Subcontractor's Estimated Percentage of Total Project (in % of work, not % of dollars): _____

If 50% or more of the work will be subcontracted, then ALSO provide the following information on ALL proposed sub-grantees:

	Nationwide	Ohio Offices
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

C. Identify all state grants which the grantee has since the beginning of the last fiscal year (i.e., since July 01, 2012) through this fiscal year to date. Also include grants approved for ODJFS or institutions of higher education:

Total number of grants: _____

For each state grant, list the state agency and provide the following information:

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

As a grantee receiving grants from the State of Ohio, I certify on behalf of
_____ (name of vendor or grantee):

(1) I have reviewed and understand Ohio ethics and conflict of interests' laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.

(2) I acknowledge that failure to comply with this certification is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

12. I have read the ODJFS Model Grant attached to the RFGA, and if awarded a grant, I will not ___(or) I will ___ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected grantee. All requested changes to model contract language are subject to ODJFS approval.)

13. I _____, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (grantee's name), and I hereby affirm that the cost(s) bid to ODJFS for the performance of services and/or provision of goods covered in this application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal\bid.)

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS FORM, INCLUDING THE "LOCATION OF BUSINESS FORM," WILL RESULT IN DISQUALIFICATION OF THE VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

Attachment A —Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2011-12K (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Grantee:

(Address) (City, State, Zip)

Name/Principal location of business of sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location where services will be performed by Grantee:

(Address) (City, State, Zip)

Name/Location where services will be performed by sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Grantee:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by sub-grantee(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Grantee

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by sub-grantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2011-12K. I attest that no funds provided by ODJFS for this grant or any other agreement will be used to purchase services provided outside the United States or to contract with a sub-grantee(s) who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
GRANT AGREEMENT**

G-20XX-00-0000

RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the Vendor Name (GRANTEE) is created pursuant to the Grant awarded by ODJFS to GRANTEE. GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

- A. ODJFS issued a Request for Grant Application (RFGA) titled, _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODJFS application review team recommended for award the Application of GRANTEE, submitted by GRANTEE on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the GRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

- A. INSERT LEGAL AUTHORITY IF AVAILABLE. This Agreement [allows GRANTEE to] [will] INSERT PURPOSE. GRANTEE will perform its responsibilities under this Agreement in accordance with the RFGA and the Application. The responsibilities (Grant activities) are summarized as follows:

INSERT SPECIFIC Grant Activities

GRANTEE will not report or submit any confidential or identifying information to ODJFS under this Agreement.

- B. The ODJFS Agreement Manager is ODJFS Agreement Manager Name, or successor.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from Start Date, or upon issuance of an approved State of Ohio purchase order, whichever is later, through End Date, unless this Agreement is suspended or terminated prior to the expiration date. This Agreement may be renewed through [DATE], upon satisfactory completion of activities

hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.

- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **20XX** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **20XX** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

[GRANT ADVANCE]

- B. Payment:
1. GRANTEE may submit a request for a Grant Advance of **Total Dollar Amt** Dollars (**\$Total**). The Grant Advance will be awarded after appropriate invoicing pursuant to this ARTICLE.
 2. The remainder of the Grant will be paid as reimbursement for actual, allowable, expenditures incurred and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached]. The ODJFS Agreement Manager may provide written approval to GRANTEE for requested budget changes that do not exceed the amount listed in this ARTICLE for the Agreement period. Such approval may be made without formally amending this Agreement.
 3. GRANTEE must conduct a funds reconciliation of the Grant Advance no later than thirty (30) days from the end of the Agreement period. GRANTEE will return any Grant advance funds that exceed actual expenditures paid by GRANTEE and confirmed by invoices. The ODJFS Agreement Manager will instruct GRANTEE on the manner in which to return the unused funds.

[BUDGET REALLOCATION]

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs listed below will require a formal amendment to this Agreement.

[TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [**SFY1 Travel Dollar Amount**] Dollars (**\$SFY1 Travel**) for SFY [**SFY1**] and [**SFY2 Travel Dollar Amount**] Dollars (**\$SFY2**) for SFY [**SFY2**], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [**per Deliverable**] [**hourly**] and paid by GRANTEE during the billing period pursuant to GRANTEE's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- C. GRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, description of Grant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; **and**
 5. Receipt or other proof of cost; and
 6. Other documentation requested by the ODJFS Agreement Manager.
- D.** GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- E.** GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F.** GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A.** This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B.** Upon 30 calendar days written notice to the other party, either party may terminate this Agreement. Upon written notice to GRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C.** Notwithstanding the provisions of Sections A or B, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.
- Suspension or termination under this provision shall not entitle GRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D.** GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;

3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of Activities relative to this Agreement:

- A. [PUBLIC UNIVERSITY] ODJFS agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of GRANTEE, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, ODJFS is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:

1. The copyright in any work developed in whole or part with funds provided pursuant to this Subgrant; and
2. Any rights of copyright GRANTEE purchases in whole or part with funds provided pursuant to this Subgrant.

GRANTEE also agrees that all materials and items produced under this Agreement will be made freely available to the general public unless ODJFS determines that, pursuant to federal and state laws, such materials are confidential.

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is [INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- G. If applicable, GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.

3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Americans with Disabilities.** GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics and Conflicts of Interest Laws.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. GRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.

- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
[PUBLIC UNIVERSITY] SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2019-12D, and will perform no services required under this Agreement outside of the United States. [DELETE a, b, c, d]

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODJFS terminates the Agreement, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance

thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
GRANT AGREEMENT**

SIGNATURE PAGE

G-20XX-00-0000

THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Grantee Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Kimberly L. Hall, Director

Printed Name

Date

Date

Address
City, State, Zip

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

ATTACHMENT C
Application Score Sheet
RFGA#: JFSR2021178173

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

The application must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any application receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM #	APPLICATION ACCEPTANCE CRITERIA	RFGA Sec. Reference	YES	NO
1	Was the applicant’s application received by the deadline as specified?	2.1 / 5.1		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Did the applicant provide evidence that they are a private, not-for-profit organizations by submitting a copy of their organization’s current and valid not-for-profit 501(c)(3) tax status determination letter from the Internal Revenue Service (IRS)?	3.1, A.		
6	Did the applicant demonstrate that they have a physical location or office in the state of Ohio?	3.1, B.		
7	Did the applicant demonstrate that they have been in operation for at least one (1) year?	3.1, C.		
8	Did the applicant provide evidence that their primary purpose is to promote childbirth rather than abortions, through counseling and other services, including parenting and adoption support?	3.1, D.		
9	Did the applicant demonstrate that they provide services to pregnant women and parents, or relatives caring for children twelve (12) months of age or younger, including clothing, counseling, diapers, food, furniture, health care, parenting classes, postpartum recovery, shelter and any other supportive services, programs or related outreach?	3.1, E.		
10	Did the applicant provide evidence that they will not charge pregnant women and parents or other relatives caring for children twelve (12) months of age or younger a fee for any services received?	3.1, F.		
11	Did the applicant provide evidence that they are not involved in or associated with any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising?	3.1, G.		
12	Did the applicant provide evidence that they will not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability, or gender?	3.1, H.		
13	Did the applicant provide evidence that they will only subgrant services to entities that are: private, not-for-profit organizations; physically and financially separate from any entity, or component of an entity, that engages in abortion activities; and not involved in, or associated with, any abortion activities including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising?	3.1, I.		
14	Did the applicant provide a signed affirmation that the Project Lead resides in the State of Ohio?	3.1, J.		
15	Did the applicant provide evidence that they agree to all required assurances, without exception, and include the signed Program Assurances affirmation page of the Technical Application (Appendix A) and include it in their submission, and will comply with the requirements of 5101.804 of the Ohio Revised Code?	3.1, K.		

Has the applicant proposed any changes to the ODJFS model grant agreement attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on an applicant’s score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a grant agreement may result in the disqualification of the applicant and its submission.	Yes; changes proposed?	No changes proposed?
If changes were proposed by this applicant, are those changes such that ODJFS disqualifies the applicant?	Disqualified	NOT Disqualified

PHASE II: Criteria for Scoring the Technical Application

Qualifying technical applications will be collectively scored by an Application Review Team (ART) appointed by ODJFS, Office of Family Assistance. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA/Technical Application, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- A particular RFGA requirement was not addressed in the applicant’s proposal, **Score: 0**

“Partially Meets Requirement”-Applicant proposal demonstrates some attempt at meeting a particular RFGA requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”-Applicant proposal fulfills a particular RFGA requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”-Applicant proposal fulfills a particular RFGA requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

A technical application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying application. Technical applications which do not meet or exceed a total score of at least **334** points (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **410** points, will be disqualified from further consideration, and its program budget will not be considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the application score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
Organizational Experience and Capabilities (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.)							
1	The applicant has clearly identified their primary purpose and the indicators the organization uses to determine the agency’s effectiveness and the outcomes achieved within the last two (2) years for promoting childbirth, parenting education.	3.2, A.	1				
2	The applicant has described the organization’s experience providing services in the following areas, demonstrating a minimum of two (2) years of experience in each service: 1. Family planning; 2. Abortion prevention services and childbirth promotion; 3. Parenting development; 4. Adoption assistance; and, 5. Reducing infant mortality.	3.2, B.	3				
3	The applicant has described (if applicable) they will subgrant services to any entities that are: 1. A private, not-for-profit entity; 2. Physically and financially separate from any entity, or component of an entity, that engages in abortion activities; and 3. Not involved in or associated with any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising.	3.2, C.	1				
Key Staff Experience and Capabilities (Profiles and resume(s) must be included for all persons proposed for key positions.) Program Lead may also serve as Program Outcome							

Manager.							
4	The applicant has identified and assigned one key staff person [to serve as Program Lead] who holds, at minimum, a two (2) -year degree in social services or similar discipline, and demonstrates a minimum of two (2) years of experience operating in the areas of family planning, abortion prevention services, childbirth promotion, parenting education, development, and/or adoption assistance and resides in the state of Ohio.	3.3, A.	2				
5	The applicant has identified and assigned a key staff member as Program Outcome Manager to be responsible for ensuring that the applicant's proposed planned use of funding (e.g., increase number served, provide new or expanded services, expand geographical area served, or other relevant use of funding) is being successfully accomplished and reporting participant activity, services provided and other data in a monthly report or as requested by ODJFS. The Program Outcome Manager should have at least one (1) year of experience in working in areas of family planning or other services such as abortion prevention, childbirth promotion, parenting development, and/or adoption assistance, data tracking and reporting. Note: The applicant's Program Outcome Manager may also serve as Program Lead; and must demonstrate that the assigned key staff person meets the minimum required experience for both roles.	3.3, B.	1				
6	The applicant has identified and assigned a key staff member to serve as Fiscal Specialist to be responsible for preparing monthly invoices; ensuring adherence to fiscal policies and procedures, preparing any additional financial reports as necessary and that has at least one (1) year of experience in working with fiscal programs, preparing invoices, personnel reporting, and preparing documentation.	3.3, C.	1				
7	The applicant has identified and assigned at least one (1) key staff member to serve as Case Worker to be responsible for coordinating care, resources and services for individual or family participants that will provide services to promote childbirth and parenting and has at least one (1) year of experience in working in areas of family planning or other family services that promote parenting, two-parent families or family intervention services.	3.3, D.	1				
8	The applicant has identified and assigned any additional support staff located within the applicants' office that your organization considers key to the program's success. Provide a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program.	3.3, E.	1				
9	The applicant has provided a current organizational chart (including any subgrantees and/or partners) and specify the key management and administrative personnel who will be assigned to this project.	3.3, F.	1				
ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
Applicant Agency Profile and Participant Eligibility							
10	The applicant has described the services they currently provide, including intake process, services provided after intake, how services are provided, any follow-up services, logistics of operations and geographical areas of coverage, and any services considered unique to the organization. They have also included their agency's website address and have attached a brochure or other printed material that provides information on their agency.	3.4, A.	3				
11	The applicant has described the population their agency serves	3.4, B.	2				

	including any demographic information as well as family makeup and has included the number of families for whom, in the past two (2) years, your organization has provided family planning, abortion prevention services and childbirth promotion; and parenting education/development and reducing infant mortality						
12	The applicant has described its experience determining eligibility for need based programs, and describe how it will ensure, to the best of its ability, the accuracy of the information provided by program participants.	3.5, A.	2				
13	The applicant has defined the eligibility requirements they will use for the proposed services that includes at minimum: 1) Participant at or below two hundred percent (200%) of the current federal poverty level; 2) Participants must meet Temporary Assistance for Needy Families (TANF) eligibility and citizenship requirements; and, 3) Requirements as listed in ORC 5101.804.	3.5, B.	1				
Program Design							
14	The applicant has included a description of the target audience that it will serve.	3.6, A.	3				
15	The applicant has described their plan to: Increase the participation above current levels including the number of families served; a. Applicants must describe how many participants it serves in similar programming and estimate the total number of participants it will serve during the grant period with the proposed funding; b. Applicants must describe how many families it currently serves and estimate the number of families it will serve during the grant period with the proposed funding; c. Applicants must describe how the expected increase will be measured; and d. Applicants must describe how it will demonstrate that the increase was a result of funding provided by the Ohio Parenting and Pregnancy Program.	3.6, B., 1	2				
16	The applicant has described their plan to increase community awareness of service: a. Applicants must describe how it will notify the public of the availability of services, including provide the marketing strategy; geographic reach; multimedia strategy; and the anticipated number of contacts the organization will make through use of these strategies. The strategies must be appropriate for the targeted populations.	3.6, B., 2	2				
17	The applicant has described their plan to provide new and expanded services: a. Applicants must indicate if any new or expanded services are planned. Applicants must provide an assessment of need and demonstrate how the new or expanded services will meet that need. Applicants must thoroughly describe the plan to deliver the new or expanded services, including implementation, intended outcomes, and how the services will be evaluated for success.	3.6, B., 3	2				
18	The applicant has described the following mandatory services and indicated whether the services will be provided by the applicant or through a sub agreement by another entity: 1. Parenting and family classes/counseling or educational sessions. Applicants must include curriculum to be used or a description of the class curriculum, lessons, goals, and outcomes. Applicants should indicate whether the curriculum is an evidence-based curriculum; 2. Infant safety lessons; 3. Mother and child nutrition education, including the risks of alcohol and tobacco, opioids or other harmful drugs;	3.6, C.	3				

	4. Outreach for other social services not provided for by the organization (e.g., WIC, Food Assistance, and Child Care Assistance); and 5. ABCs of safe sleep (Celebrate One).						
19	The applicant has included a plan to address the infant mortality: 1. Applicants must include a plan to address the infant mortality crisis in Ohio, and the services they will provide to participants and staff to help reduce the risk of infant mortality, as well as a description of its plan to deliver these services, including implementation, service delivery, and intended outcomes. Include the indicators the organization will use to measure effectiveness.	3.6, D.	3				
20	The applicant has included whether any subgrantees will be used for this project. If none will be used, applicant must include a statement in its application that no subgrantees will be used. If applicants intend to use subgrantees for services, it must describe the procurement process and the timeline to accomplish procurement. The applicant has described current or intended relationships with partner community organizations, including: the name of each partnering organization; whether the entity is a current or intended partner; if funding will be provided to the partner or if services will be donated; the roles and functions for the applicant and each individual partner organization; services each partner will provide; whether or not the partner organization(s) have collaborated with the applicant on similar projects in the past; the number of years of collaboration with each partner; and the location of partner offices.	3.6, E.	1				
21	The applicant has described the monitoring process for the subgrantees/partners, if applicable, and has included the documentation that will be reviewed, who will perform the monitoring, the frequency that the subgrantees/partners shall provide performance reports and the plan addressing areas for improvement or poor performance. [If no subgrantees/partners are involved, the applicant will receive a "Meets" response for this requirement.]	3.6, F.	1				
22	The applicant has described how program data will be collected and confidentiality maintained.	3.6, G.	2				
23	The applicant has clearly described the intended outcomes for this program and the indicators their agency will use to measure the program's effectiveness.	3.6, H.	3				
Proposal Organization							
24	The applicant has submitted an application which complies with the specified submission format.	5.1	2				
25	The applicant has submitted an application which complies with the page limits as specified in the Application.	5.1	1				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
TOTAL SCORE:							

Based upon the Total Application Score earned, does the applicant's application proceed to the Phase III evaluation of its Program Budget? (Applicant's Grand Total Application Score must be at least 334 points.)

Yes _____ No _____ (If "No," Applicant's Program Budget will not be considered.)

PHASE III: Criteria for Considering the Proposed Budget

PHASE III. — Program Budget Evaluation	Weight	Doesn't Meet	Partially Meets	Meets	Exceeds
--	--------	--------------	-----------------	-------	---------

			0	6	8	10
1	The applicant has submitted a fully completed Program Budget for their proposed program.	1				
2	The applicant has submitted a budget narrative that describes the costs and provides any necessary calculations for each budget line item and if indirect costs have been included, the applicant has provided a copy of their current approved indirect cost plan.	1				
Column Subtotal of "Partially Meets" points						
Column Subtotal of "Meets" points						
Column Subtotal of "Exceeds" points						
PHASE III. TOTAL SCORE: [20 max. allowable points]						
APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]:						

ATTACHMENT D:
Program Budget Form and Instructions

Allowable purchases include clothing, non-behavioral counseling, food, furniture, shelter, necessary baby and other reasonable and appropriate supportive services, programs and/or related outreach. Other examples include car seats, strollers and other items as pre-approved by the ODJFS Agreement Manager.

Unallowable expenses under this grant include but are not limited to the following:

- A. Medical services and/or expenses that would be covered by Medicaid, (i.e. ultra sounds, medical tests or medications prescribed by a doctor) The only exception to this is Family Planning services which do not require a medical professional.
- B. Costs for construction, rehabilitation and purchases of buildings;
- C. Juvenile justice services, foster care maintenance, child support services, or public education expenses;
- D. Professional fees charged for medical or behavioral health professionals;
- E. Costs for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities); and
- F. Any payment being made to pay a bad debt

**Program Budget
Year 1
December 2019 through June 2020**

Program Budget Items	Totals
Personnel	\$
Fringe Benefits	\$
Staff Mileage/Other Travel	\$
Office Supplies	\$
Marketing and Media Activities	\$
Contracted Services	\$
Participant Education	\$
Participant Support (material items, incentives, etc.)	\$
Equipment (shall not exceed 5% of the budget)	\$
Other: (Specify here add lines as needed)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Total Program Costs:	\$
Indirect Costs (shall not exceed 10% total modified direct costs):	\$
TOTAL:	\$

**Program Budget
Year 2
July 2020 through June 2021**

Program Budget Items	Totals
Personnel	\$
Fringe Benefits	\$
Staff Mileage/Other Travel	\$
Office Supplies	\$
Marketing and Media Activities	\$
Contracted Services	\$
Participant Education	\$
Participant Support (material items, incentives, etc.)	\$
Equipment (shall not exceed 5% of the budget)	\$
Other: (Specify here add lines as needed)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Total Program Costs:	\$
Indirect Costs (shall not exceed 10% total modified direct costs):	\$
TOTAL:	\$

ATTACHMENT D:
Project Budget Form and Instructions

Part III—Budget Narrative

Applicants must attach a succinct budget narrative to explain and justify costs, and to submit it as part of the Project Budget. A Budget Narrative may be advisable to explain any costs which the applicant has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.

Ohio Parenting and Pregnancy Program Grant
APPENDIX A TECHNICAL
APPLICATION

Instructions: Applicants are to fully complete this application and submit it with any additional required documents. Applicants may replicate this application in order to provide necessary responses; however, no application text may be altered or the applicant may risk disqualification.

Application Cover Page	
Organization Name:	
Organization Address:	
Point of Contact:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Federal Tax Id Number:	
OAKS Vendor ID:	
DUNS Number:	
Director/CEO:	
Name of Signature Authority:	
Title of Signature Authority:	
E-mail Address of Signature Authority:	

Ohio Parenting and Pregnancy Program Grant

APPENDIX A TECHNICAL

APPLICATION

3.1 Mandatory Applicant Qualifications

In order to be considered for the grant expected to result from this RFGA, ODJFS requires that applicants **MUST** meet, at minimum, **ALL** the following qualification requirements. **Applicants who do not meet the following requirements shall not be considered for any grant award.**

Applicants **MUST** be private, not-for-profit organizations. Applicants must submit a copy of the organization's current and valid not-for-profit 501(c)(3) tax status determination letter from the Internal Revenue Service (IRS) **(3.1, A.)**

Applicants **MUST** have a physical location or office in the State of Ohio **(3.1, B.)**

Applicants **MUST** have been operating for at least one (1) year; **(3.1, C.)**

Applicants' primary purpose **MUST** be to promote childbirth, rather than abortion, through counseling and other services, including parenting and adoption support **(3.1, D.)**

Applicants **MUST** provide services to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger, including clothing, counseling, diapers, food, furniture, health care, parenting classes, postpartum recovery, shelter, and any other supportive services, programs, or related outreach **(3.1, E.)**

Applicants **MUST** not charge a fee to pregnant women and parents, or other relatives, caring for children twelve (12) months of age or younger for any services received **(3.1, F.)**

Applicants may not be involved in, or associated with, any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising **(3.1, G.)**

Applicants **MUST** not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability or gender **(3.1, H.)**

Applicants which, if applicable, **MUST** only subgrant services to any entities that are:

1. A private, not-for-profit entity;
2. Physically and financially separate from any entity, or component of an entity, that engages in abortion activities; and
3. Not involved in or associated with any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising **(3.1, I.)**

Applicants Program Lead (as defined in Section 3.3, A.) **MUST** reside in the State of Ohio. Do not provide Program Lead's home address **(3.1, J.)**

Ohio Parenting and Pregnancy Program Grant

APPENDIX A TECHNICAL APPLICATION

Applicants **MUST** agree to all required assurances, without exception, and include the signed Program Assurances affirmation page of the Technical Application (Appendix A) and include it in their submission. This affirmation is to confirm the applicant's compliance with the requirements listed above and that the applicants will operate in accordance with ORC 5101.804. Applications which do not include the signed Program Assurances affirmation page will be disqualified from further consideration for grant award **(3.1, K.)**.

Applicants **MUST** complete, sign and include with their application Attachment A., Required Applicant Information & Certification **(5.2)**.

3.2 Organizational Experience and Capabilities

Clearly identify your organization's primary purpose. **(3.2 A.)**

What indicators does your organization use to determine effectiveness? **(3.2, A.)**

What outcomes has your organization achieved within the last two (2) years related to promoting childbirth, parenting education and alternatives to abortion? **(3.2, A.)**

Describe your organization's experience providing services in the following areas (minimum of two (2) years in each) **(3.2 B.)**:

1. Family planning;
2. Abortion prevention services and childbirth promotion;
3. Parenting education/development;
4. Adoption assistance; and
5. Reducing infant mortality.

3.3 Key Staff Experience and Capabilities

Profiles and/or resumes must easily identify how the applicant's assigned key staff meet the required experience and capabilities for this program. Profiles and/or resumes must also be included for all persons proposed for key positions. **(Response should be no more than 8 pages in total for these items, not including key staff resumes.)**

Identify and assign one key staff person to serve as **Program Lead** who holds, at minimum, a two (2) year degree in social services or similar discipline, demonstrates a minimum of two (2) years of experience operating in areas of family planning, abortion prevention services, childbirth promotion, parenting education/development and/or adoption assistance. Identified staff member must be in a lead position on this project and reside in the state of Ohio. Applicant must provide an affirmation that the Program Lead resides in Ohio [Do not provide Program Lead's home address] **(3.3 A.)**.

Identify and assign a key staff member to serve as **Program Outcome Manager**. Program Outcome

Ohio Parenting and Pregnancy Program Grant

APPENDIX A TECHNICAL APPLICATION

Manager will be responsible for ensuring that the applicant's proposed planned uses of funding (e.g., increase number served, provide new or expanded services, expand geographical area served, or other relevant use of funding) is being successfully accomplished, and reporting participant activity, services provided and other data in a monthly report or as requested by ODJFS. The Program Outcome Manager should have at least one (1) year of experience in working in areas of family planning, or other services such as abortion prevention, childbirth promotion, parenting development and/or adoption assistance, data tracking and reporting. Note: The applicant's Program Outcome Manager may also serve as Program Lead; however, the applicant must demonstrate that the assigned key staff person meets the minimum required experience for both roles **(3.3 B.)**.

Identify and assign a key staff member to serve as **Fiscal Specialist** to be responsible for preparing monthly invoices; ensuring adherence to fiscal policies and procedures; and preparing any additional reports as necessary. The Fiscal Specialist should have at least one (1) year of experience in working with fiscal programs, preparing invoices, personnel reporting, and preparing documentation **(3.3 C.)**.

Identify and assign at least one (1) key staff member to serve as **Case Worker** to be responsible for coordinating care, resources and services for individual or family participants and will provide services to promote childbirth and parenting. The Case Worker should have at least one (1) year of experience in working in areas of family planning or other family services that promote parenting, two (2) parent families or family intervention services **(3.3 D.)**.

Identify, by position and by name, any additional support staff located within the applicants' and/or partners' office that your organization considers key to the program's success. Provide a list of key staff, their relevant education and work experience (including the subject and duration) and the duties they will perform under this program **(3.3 E.)**.

Provide a current organizational chart (including subgrantees and/or partners) and specify the key management and administrative personnel who will be assigned to the project **(3.3 F.)**.

Important: It is the affirmative responsibility of the organization submitting an application to remove all personal confidential information (such as home addresses and social security numbers) of the organization's staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the application package. Following submission to ODJFS, all applications submitted may become part of the public record.

3.4 Organization Profile

Describe in detail the services your organization currently provides. Include the following:

1. Intake process;
2. Services provided after intake;
3. How the services are provided/received;
4. Any follow up services;
5. Logistics of operation;
6. Geographical areas of coverage;

Ohio Parenting and Pregnancy Program Grant

APPENDIX A TECHNICAL APPLICATION

7. Include any services you consider unique to your organization; attach your organization's website address and attach a brochure or other printed material that provides information on your organization;
8. Describe the population your organization serves including any demographic information as well as family makeup; and
9. Include the number of families for whom, in the past two (2) years, the organization has provided family planning, abortion prevention services and childbirth promotion; parenting education/development, and infant mortality reduction services.

3.5 Participant Eligibility

1. Describe your experience determining eligibility for need based programs. Describe how you will ensure, to the best of your ability, the accuracy of the information provided by the program participant.
2. Define the eligibility requirements you will use for the proposed services. At minimum, the eligibility requirements must include:
 - a. Participant income must be at or below two hundred percent (200%) of the current federal poverty level;
 - b. Participants must meet Temporary Assistance for Needy Families (TANF) eligibility and citizenship requirements; and
 - c. Requirements as listed in ORC 5101.804.

Program participants will be permitted to provide self-certification of income and TANF eligibility only. If selected, a form will be provided by ODJFS to the Applicant. Eligibility and Citizenship verification must be conducted by the applicant and may not be sub-awarded to another organization.

List any additional eligibility standards you will use.

3.6 Program Design

- A. Describe the target population it will serve (limited to pregnant women and parents, or other relatives caring for children twelve (12) months of age or younger).
- B. Program Requirements:

It is expected that funding will be used to:

1. Increase the participation above current levels including the number of families served;
 - a. Identify how many participants it serves in similar programming and estimate the total number of participants it will serve during the grant period with the proposed funding;
 - b. Describe how many families it currently serves and estimate the number of families it will serve during the grant period with the proposed funding;

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- c. Describe how the expected increase will be measured; and
- d. Describe how it will demonstrate that the increase was a result of funding provided by the Ohio Parenting and Pregnancy Program.

2. Describe the plan to increase community awareness of service and the availability of services:

- a. Describe how it will notify the public of the availability of services, including provide the marketing strategy; geographic reach; multimedia strategy; and the anticipated number of contacts the organization will make through use of these strategies. The strategies must be appropriate for the targeted populations.

3. Provide new and expanded services;

- a. Describe if any new or expanded services are planned. Applicants must provide an assessment of need and demonstrate how the new or expanded services will meet that need. Applicants must thoroughly describe the plan to deliver the new or expanded services, including implementation, intended outcomes, and how the services will be evaluated for success.

C. Mandatory Services:

At a minimum, applicants must provide **ALL** of the following services:

1. Parenting and family classes/counseling classes. Applicants must include curriculum to be used or a description of the class curriculum, lessons, goals, and outcomes. Applicants should indicate whether the curriculum is an evidence-based curriculum;
2. Infant/safety lessons;
3. Mother and child nutrition education, including the risks of alcohol and tobacco, opioids or other harmful drugs;
4. Outreach for other social services not provided for by the organization (e.g., WIC, Food Assistance, and Child Care Assistance); and
5. ABCs of safe sleep (Celebrate One).

D. Address Infant Mortality:

1. Include a plan to address the infant mortality crisis in Ohio, and the services it will provide to participants and staff to reduce the risk of infant mortality, and a description of its plan to deliver these services, including implementation, service delivery, and intended outcomes. Include the indicators that will be used to measure effectiveness.

E. Subgrantee(s):

1. Disclose whether any subgrantee will be used for this project. If none will be used, include a statement in its application that no subgrantees will be used. Describe current or intended relationships with partner community organizations or entities.
2. If applicants intend to use subgrantees for services, it must describe the procurement process and the timeline to accomplish procurement.

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3. Describe the name of each partnering organization; whether the entity is a current or intended partner; if funding will be provided to the partner or if services will be donated; the roles and functions for the applicant and each individual partner organization; services each partner will provide; whether or not the partner organization(s) have collaborated with the applicant on similar projects in the past; the number of years of collaboration with each partner; and the location of partner offices.

- F. Describe the monitoring process for the subgrantees/partners, if applicable. Include the documentation that will be reviewed, who will perform the monitoring, the frequency that the subgrantee/partner shall provide performance reports and the plan addressing areas for improvement or poor performance.

- G. Describe how participant and program information will be collected and confidentiality maintained.

- H. Program Outcome Management:
 1. Applicants must clearly describe the intended outcomes for this program and the indicators their agency will use to measure the program's effectiveness.

Allowable purchases include clothing, non-behavioral counseling, food, furniture, shelter, necessary baby and other reasonable and appropriate supportive services, programs and/or related outreach. Other examples include car seats, strollers and other items as pre-approved by the ODJFS Agreement Manager.

Unallowable expenses under this grant include but are not limited to the following:

- A. Medical services and/or expenses that would be covered by Medicaid, (i.e. ultra sounds, medical tests or medications prescribed by a doctor) The only exception to this is Family Planning services which do not require a medical professional.

- B. Costs for construction, rehabilitation and purchases of buildings;

- C. Juvenile justice services, foster care maintenance, child support services, or public education expenses;

- D. Professional fees charged for medical or behavioral health professionals;

- E. Costs for entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities); and

- F. Any payment being made to pay a bad debt

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Program Budget

Year 1

December 2019 through June 2020

Program Budget Items	Totals
Personnel	\$
Fringe Benefits	\$
Staff Mileage/Other Travel	\$
Office Supplies	\$
Marketing and Media Activities	\$
Contracted Services	\$
Participant Education	\$
Participant Support (material items, incentives, etc.)	\$
Equipment (shall not exceed 5% of the budget)	\$
Other: (Specify here add lines as needed)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Total Program Costs:	\$
Indirect Costs (shall not exceed 10% total modified direct costs):	\$
TOTAL:	\$

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**Program Budget
Year 2
July 2020 through June 2021**

Program Budget Items	Totals
Personnel	\$
Fringe Benefits	\$
Staff Mileage/Other Travel	\$
Office Supplies	\$
Marketing and Media Activities	\$
Contracted Services	\$
Participant Education	\$
Participant Support (material items, incentives, etc.)	\$
Equipment (shall not exceed 5% of the budget)	\$
Other: (Specify here add lines as needed)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Other: (Specify here)	\$
Total Program Costs:	\$
Indirect Costs (shall not exceed 10% total modified direct costs):	\$
TOTAL:	\$

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Budget Narrative

Please describe the costs and provide any necessary calculations for each budget line item. If indirect costs are included, the organization must provide a copy of their current federally approved indirect cost plan. Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to 2CFR Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de Minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

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Program Assurances

Please affirm that the following statements are true and accurate. Affix the appropriate signature where indicated. **The application will not be considered complete without the required signature and shall be disqualified from consideration.**

We the undersigned assure that our organization:

1. Is a private, not-for-profit organization **(3.1, A.)**
2. Has a physical location or office in the State of Ohio **(3.1, B.)**
3. Has been operating for at least one (1) year **(3.1, C.)**
4. Primary purpose is to promote childbirth, rather than abortion, through counseling and other services, including parenting and adoption support **(3.1, D.)**
5. Will provide services to pregnant women and parents or other relatives caring for children twelve (12) months of age and younger, including clothing, counseling, diapers, food, furniture, health care, parenting classes, postpartum recovery, shelter and any other supportive services, programs or related outreach **(3.1, E.)**
6. Will not charge pregnant women and parents or other relatives caring for children twelve (12) months of age or younger a fee for any services received **(3.1, F.)**
7. Is not involved in or associated with any abortion activities, including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising **(3.1, G.)**
8. Will not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability, or gender **(3.1, H.)**
9. Will only subgrant services to entities that are: private, not-for-profit organizations; physically and financially separate from any entity, or component of an entity, that engages in abortion activities; and not involved in, or associated with, any abortion activities including providing abortion counseling or referrals to abortion clinics, performing abortion-related medical procedures, or engaging in pro-abortion advertising **(3.1, I.)**
10. Program Lead will live in the State of Ohio **(3.1, J.)**
11. Will comply with the requirements of 5101.804 of the Ohio Revised Code **(3.1, K.)**

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Organization Name: _____

Printed Name of Director/CEO: _____

Signature

Date