



Department of  
Job and Family Services

John R. Kasich, Governor  
Cynthia C. Dungey, Director

October 7, 2015

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Application (RFGA) number JFSR1617178105 for the purpose of obtaining private not-for-profit entities (applicants) in order 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 months of age or younger. The Ohio Parenting and Pregnancy Program is designed to provide services to pregnant women and parents or other relatives caring for children twelve months of age or younger by: promoting childbirth, parenting and alternatives to abortion; and meeting one or more of the four purposes of the temporary assistance for needy families block grant as specified in 42 U.S.C. 601.

This RFGA is a competitive opportunity for applicants that can clearly demonstrate the necessary credentials and experience, and that submit plans to achieve ODJFS's program objectives of providing programs to increase awareness and availability of services that promote childbirth and parenting as alternatives to abortion.

If you are interested in submitting a application, please obtain the RFGA 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 at the following telephone number:

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

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

Sincerely,



Jay Easterling  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

# **OHIO PARENTING AND PREGNANCY PROGRAM GRANT**

**RFGA # JFSR1617178105**

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

**REQUEST FOR GRANT APPLICATIONS (RFGA):  
Ohio Parenting and Pregnancy Program  
Grant RFGA # JFSR1617178105**

**TABLE OF CONTENTS:**

|                     |  |           |
|---------------------|--|-----------|
| <b>SECTION I.</b>   | <b>GENERAL PURPOSE &amp; GRANTEE INFORMATION</b>                                       |           |
| <b>1.1</b>          | <b>Purpose</b>   | <b>1</b>  |
| <b>1.2</b>          | <b>Background</b>  | <b>1</b>  |
| <b>1.3</b>          | <b>Overview of the Project</b>   | <b>2</b>  |
| <b>1.4</b>          | <b>Objectives of the Project</b>   | <b>2</b>  |
| <b>SECTION II.</b>  | <b>PROCUREMENT PROCESS INFORMATION</b>   |           |
| <b>2.1</b>          | <b>Anticipated Procurement Timetable</b>   | <b>2</b>  |
| <b>2.2</b>          | <b>Internet Question &amp; Answer (Q&amp;A) Period; RFGA Clarification Opportunity</b> | <b>3</b>  |
| <b>2.3</b>          | <b>Communication Prohibitions</b>  | <b>4</b>  |
| <b>SECTION III.</b> | <b>APPLICANT EXPERIENCE AND QUALIFICATIONS</b>   |           |
| <b>3.1</b>          | <b>Mandatory Applicant Qualifications</b>  | <b>5</b>  |
| <b>3.2</b>          | <b>Organizational Experience and Capabilities</b>                                      | <b>7</b>  |
| <b>3.3</b>          | <b>Key Staff Experience and Capabilities</b>   | <b>7</b>  |
| <b>3.4</b>          | <b>Organization Profile</b>  | <b>8</b>  |
| <b>3.5</b>          | <b>Participation Eligibility</b>   | <b>9</b>  |
| <b>3.6</b>          | <b>Program Design</b>  | <b>9</b>  |
| <b>SECTION IV.</b>  | <b>OTHER REQUIREMENTS</b>  |           |
| <b>4.1</b>          | <b>Interview</b>   | <b>11</b> |
| <b>4.2</b>          | <b>Start Work Date</b>   | <b>11</b> |
| <b>4.3</b>          | <b>Application Costs</b>   | <b>11</b> |
| <b>4.4</b>          | <b>Trade Secrets Prohibition; Public Information Disclaimer</b>                        | <b>11</b> |
| <b>4.5</b>          | <b>Grant Agreement Requirements</b>  | <b>11</b> |
| <b>4.6</b>          | <b>Sub-grantee(s)</b>  | <b>12</b> |
| <b>4.7</b>          | <b>Public Release of Records</b>   | <b>12</b> |
| <b>4.8</b>          | <b>Confidentiality</b>   | <b>13</b> |
| <b>4.9</b>          | <b>Key Personnel</b>   | <b>13</b> |
| <b>4.10</b>         | <b>Ethical Conflict of Interest Requirements</b>                                       | <b>13</b> |
| <b>4.11</b>         | <b>Health Insurance Portability &amp; Accountability Act (HIPAA) Requirements</b>      | <b>13</b> |
| <b>SECTION V.</b>   | <b>APPLICATION FORMAT &amp; SUBMISSION</b>   |           |
| <b>5.1</b>          | <b>Application Submission Information</b>  | <b>13</b> |
| <b>5.2</b>          | <b>Format for Submission of the Application</b>  | <b>14</b> |
| <b>5.3</b>          | <b>Applicant Disqualifiers for Application Errors</b>                                  | <b>14</b> |
| <b>SECTION VI.</b>  | <b>CRITERIA FOR APPLICATION EVALUATION &amp; SELECTION</b>                             |           |
| <b>6.1</b>          | <b>Scoring of Applications</b>   | <b>15</b> |
|                     | <b>A. Phase I. Review—Initial Qualifying Criteria</b>                                  | <b>15</b> |
|                     | <b>B. Phase II. Review—Criteria for Scoring the Technical Application</b>              | <b>15</b> |
|                     | <b>C. Phase III. Review—Criteria for Considering the Proposed Budget</b>               | <b>15</b> |
| <b>6.2</b>          | <b>Final Selection</b>   | <b>16</b> |
| <b>SECTION VII.</b> | <b>PROTEST PROCEDURE</b>   |           |

|                      |   |           |
|----------------------|---|-----------|
| <b>7.1</b>           | <b>Protests</b>   | <b>16</b> |
| <b>7.2</b>           | <b>Caveats</b>  | <b>18</b> |
| <b>SECTION VIII.</b> | <b>ATTACHMENTS AND THEIR USES</b>                                   |           |
| <b>A.</b>            | <b>Required Applicant Information and Certifications</b>            | <b>18</b> |
| <b>B.</b>            | <b>ODJFS Model Grant Agreement</b>                                  | <b>18</b> |
| <b>C.</b>            | <b>Application Score Sheet</b>                                      | <b>18</b> |
| <b>SECTION IX.</b>   | <b>APPENDICES AND THEIR USES</b>                                    |           |
| <b>A.</b>            | <b>Program Assurance Affirmation Form and Technical Application</b> | <b>18</b> |
|                      |   |           |

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

RFGA # JFSR1617178105

**SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION**

**1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) for the purpose of obtaining private not-for-profit entities (applicants) in order 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 months of age or younger. The Ohio Parenting and Pregnancy Program is designed to provide services to pregnant women and parents or other relatives caring for children twelve months of age or younger by: promoting childbirth, parenting, and alternatives to abortion; and meeting one or more of the four purposes of the Temporary Assistance for Needy Families (TANF) block grant as specified in 42 U.S.C. 601.

Grant awards will be issued between the minimum amount of \$25,000.00 up to a maximum amount of \$100,000.00 in each state fiscal year (SFY) for SFY 2016 and SFY 2017. 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. Applications (also referred to in this RFGA as 'proposals') are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS. 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. Grant 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.

**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 the ORC.

### 1.3 Overview of the Project

Through the Ohio Pregnancy and Parenting 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 12 months in their efforts to create or maintain healthy families.

### 1.4 Objectives of the Project

Applicants should refer to ORC 5101.804 for specific prohibition and funding limitations. All programs should be designed to supplement, not supplant, existing services by using awarded funds for new or expanded services, or expanded access to services (geographical location) 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.

## SECTION II. PROCUREMENT PROCESS INFORMATION

### 2.1 Anticipated Procurement Timetable

| DATE                     | EVENT/ACTIVITY   |
|--------------------------|--|
| October 7, 2015          | ODJFS Releases RFGA on DAS/ODJFS Web Sites; Q&A Period Opens<br>- RFGA becomes active<br>- Applicants may submit inquiries for RFGA clarification  |
| October 29, 2015         | Applicant Q&A Period Closes, 8 a.m. (for inquiries for RFGA Clarification)<br>- No further inquiries for RFGA clarification will be accepted   |
| November 3, 2015         | ODJFS provides Final Applicant Question & Answer Document (estimated)  |
| <b>November 17, 2015</b> | <b>Deadline for Applicants to Submit Proposals to ODJFS (3 p.m.)</b><br>-This is the application opening date, beginning the ODJFS process of application review<br><b>LATE APPLICATIONS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b> |
| November 30, 2015        | ODJFS Issues Grant Award Notification Letter (estimated)<br>- 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 2015 | Implementation* (estimated—following notification of all contractual and funding approvals)<br>- ODJFS grant agreements are not valid and effective until the state Office of Budget Management approves the purchase order. |
| June 30, 2017 | Program Completion - All work must be completed and approved by ODJFS Grant Manager**  |

\* According to requirements of ORC 126.07, ODJFS agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected applicants may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the P.O. 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 grant agreement period is expected to run from approximately December 2015 through June 30, 2017. 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 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. **AT THE TIME OF THIS WRITING, ODJFS 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 IF IT DECIDES FOR ANY REASON NOT TO CONTINUE THE PROGRAM.**

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

## **2.2 Internet Q&A Period; RFGA Clarification Opportunity**

Grant 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, grant 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 JFSR1617178105 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 about this RFGA must reference the relevant part 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 potential applicant (or other interested 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 a 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's responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFGA for public reference by any interested party. ODJFS will not provide answers directly to the applicants (or any interested party) that submitted the question. All questions about this RFGA that are submitted in accordance with these instructions will be answered on the RFGA's dedicated web page.

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's 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.

Applicant proposals in response to this RFGA are to take into account any information communicated by ODJFS in the Q&A process for the RFGA. It is the responsibility of all potential 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. Accessibility to questions and answers will be clearly identified on the website dedicated to this RFGA once submitted questions have been answered.

Requests for copies of any previous RFGAs, RLBs, RFPs (or etc.) or for past applicant proposals, score sheets or contracts 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 within the established time period for the Applicant Q&A process (see Anticipated Procurement Timetable, above), and 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, 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 to a grantee, there may not be communications concerning the RFGA between any grantee 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 employment status, who is in any way involved in the RFGA's development 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 that could submit an application in response to this RFGA;

- C. As part of an interview necessary for ODJFS to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA. Revisions, amendments, etc., will be posted to the website dedicated to this RFGA; and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential applicants for copies of previous RFGAs, past applicant 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. PRRs, submitted in accordance with directions provided in this Section 2.3, Communication Prohibitions, will be honored. The posted time frames 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 a prospective or actual grantee and must be submitted in writing via mail, email or fax and shall contain the following information:
  - a. The name, organization (if applicable), address, telephone and fax number of the requester;
  - 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:

Chief Legal Counsel  
Office of Legal Services  
Ohio Department of Job and Family Services  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215

ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source other than the Question and Answer process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

### **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:

- A. That are 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. Who have a physical location or office in the state of Ohio;
- C. Whose primary purpose is to promote childbirth, rather than abortion, through counseling and other services, including parenting and adoption support;
- D. Who provide services to pregnant women and parents or other relatives caring for children twelve 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;
- E. Who do not charge a fee to pregnant women and parents, or other relatives caring for children twelve months of age or younger for any services received;
- F. Who 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;
- G. Who do not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability or gender;
- H. Who only (if applicable) sub-contract or sub-grant services with 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.
- I. Who sign the 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 organization and/or staff meet all the following qualifications and demonstrate the following credentials (include information on partners, sub-contractors, or sub-grantees, as appropriate):

- A. Clearly identify your organization's primary purpose, the indicators your organization uses to determine effectiveness, and the outcomes achieved within the last 5 years for promoting childbirth, parenting education, and alternatives to abortion.
- B. Describe the organization's length and depth of experience providing services in the following areas (a minimum of 2 years in each is required):
  - 1. Family planning;
  - 2. Abortion prevention services and childbirth promotion;
  - 3. Parenting education/development; and,
  - 4. Adoption assistance.

### **3.3 Key Staff Experience and Capabilities**

One method by which applicants can demonstrate their level of expertise is through the staff they propose for key leadership and or functional roles for this project. The applicant must identify personnel who meet the Mandatory Experience and Capabilities. Applicant must provide profiles and resume(s) for all persons proposed for the following key positions.

#### **A. Program Lead**

Identify and assign one key staff person to serve as Program Lead who holds, at minimum, a two year degree in social services or similar discipline, and 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 [applications which do not meet this qualification will be disqualified from further consideration for grant award]. **Applicant must provide an affirmation that the Program Lead resides in Ohio [Do not provide Program Lead's home address];**

#### **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 to 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 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. 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-parent families or family intervention services;

E. Identify, by position and by name, any additional support staff your agency considers key to the program's success located within the service providers' office. 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; and,

F. Provide a current organizational chart (including any sub-grantees) and specify the key management and administrative personnel who will be assigned to this project.

**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 sub-contractor/sub-grantee and sub-contractor/sub-grantee 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. ODJFS reserves the right to disqualify any applicant whose application is found to contain personal confidential information.**

## 3.4 **Organization Profile**

Describe in detail the services your organization currently provides. Include the intake process, services provided after intake and how the services are provided/received, and any follow up services, logistics of operation and geographical areas of coverage. 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 (if available).

Describe the population your organization serves including any demographic information as well as family makeup. Include the number of families for whom, in the past 2 years your organization has provided family planning, abortion prevention services, childbirth promotion, and parenting education or development.

## 3.5 **Participant Eligibility**

Applicant 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.

Applicant 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 200% of the current federal poverty level;
- 2) Temporary Assistance for Needy Families (TANF) eligibility and citizenship requirements; and
- 3) Requirements as listed in ORC 5105.84.

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 agency.

### **3.6 Program Design**

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

It is expected that funding for pregnant women and parents, or other relatives caring for children twelve months of age or younger will increase the number of families served; community awareness of available services; and 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 it will use to meet the following program goals and requirements, including the indicators the applicant will use to measure effectiveness.

#### 1. Increase numbers served:

Applicants must identify how many additional families it will serve and thoroughly describe the plan for: 1) increasing participation above current levels, 2) how it will demonstrate that the increase was a result of funding provided by the Ohio Parenting and Pregnancy Program, and 3) how the expected increase will be measured.

#### 2. Increase community awareness of service and the availability of services:

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 agency will make through use of these strategies.

#### 3. Provide new and expanded services:

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. Applicant must thoroughly describe the plan to deliver these services including implementation, intended outcomes and how the services will be evaluated for success.

### C. Mandatory services:

At a minimum, the 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.

- 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 evidence based curriculum;
- Infant/child safety lessons;
- Mother and child nutrition education, including the risks of alcohol and tobacco; and
- Outreach for other social services not provided for by the organization (i.e. WIC, Food Assistance, Child Care Assistance).

### D. Address Infant Mortality:

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, and a description of its plan to deliver these services, including plan for implementation, service delivery, and intended outcomes.

- E. Applicants are to disclose whether or not any sub-contractors/sub-grantees will be used for this project. If none will be used, applicant must include a statement in its proposal that no sub-contractors/sub-grantees will be used. If applicants intend to use sub-contractors/sub-grantees 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: 1) the name of each partnering organization 2) whether the entity is current or intended partner 3) if funding will be provided to the partner or if services will be donated 4) the roles and functions for the applicant and each individual partner organization 5) services each partner will provide 6) whether or not the partner organization(s) have collaborated with the applicant on similar projects in the past; 7) the number of years of collaboration with each partner and 8) the location of partner offices.
- F. Applicants must describe the monitoring process for the sub-contractors/sub-grantees (if applicable). Include the documentation that will be reviewed, who will perform the monitoring, the frequency that the sub-grantee shall provide performance reports and the plan addressing areas for improvement or poor performance. [If no sub-contractors/sub-grantees are involved, the applicant shall disregard this requirement.]
- G. Describe how participant and program information will be collected and confidentiality maintained.

## SECTION IV. OTHER REQUIREMENTS

### 4.1 Interview

Organizations submitting applications may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants/staff from the applicant organization. ODJFS reserves the right to select from responding applicants for interviews and may not interview all

applicants submitting applications. The grant applicant shall bear all costs of any scheduled interview.

#### **4.2 Start Work Date**

The selected grantee(s) 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 grantee(s) will be notified by the ODJFS Agreement Manager when work may begin. Any work begun by a grantee prior to this notification will 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. Any costs associated with any application review interviews (if applicable) will be the responsibility of the applicant.

#### **4.4 Trade Secrets Prohibition; Public Information Disclaimer**

Prospective grantees are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS RFGA, Requests for Letterhead Bids (RLB) or other procurement efforts. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA, etc., to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record.

All applications and any other documents submitted to ODJFS in response to any RFGA, etc., shall become the property of ODJFS. After the selection of the grantee, any applications submitted in response to an RFGA, etc., are deemed to be public records pursuant to ORC 149.43.

The term "application" shall mean both the Technical Application and the Program Budget, if opened, submitted by the prospective grantee and any attachments, addenda, appendices, or sample products.

Any applications submitted in response to any ODJFS RFGA, etc., which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

#### **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 grant agreement, which is included as Attachment B of this RFGA;
- B. Many of the terms and conditions contained in the grant agreement (See 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 any and 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 sub-grantees;
- E. The grantee, and any sub-grantee(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 sub-grantee(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, the grantee, and any sub-grantee(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;

The grantee, and any sub-grantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;

- G. The grantee, and any sub-grantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis; and,
- H. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect.

#### **4.6 Sub-contractors/Sub-grantees**

Any grantee proposing to use sub-contractors/sub-grantees for any part of the work described in this RFGA, must clearly identify the sub-contractors/sub-grantees in their application. The application must include an agreement from the proposed sub-contractors/sub-grantees, signed by a person authorized to legally bind the sub-contractor/sub-grantee, indicating the following:

- A. The sub-contractor(s)/sub-grantee(s) legal status, federal tax ID number, and principle place of a business and address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the sub-contractor(s)/sub-grantee(s) to contractual obligations;
- C. A complete description of the work the sub-contractor(s)/sub-grantee(s) will do, financial term(s) and a time frame of agreement;
- D. A commitment to do the work, if the grantee is selected; and
- E. A statement that the sub-contractors(s)/sub-grantee(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 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 contract from ODJFS, the grantee, and any sub-grantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations 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 CFR164.501 and any amendments thereto. The selected grantee(s) can reasonably anticipate HIPAA language in the contract that results from this RFGA.

### **SECTION V. APPLICATION FORMAT & SUBMISSION**

#### **5.1 Application Submission Information**

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) copies of the Technical Application (which includes the applicant's Program Budget) must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m., EST on November 17, 2015.** 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, 31<sup>st</sup> Floor  
Columbus, OH 43215

For hand delivery on the due date, prospective grantees are to allow sufficient time for potential downtown delays and for security procedures upon entering the building (address as stated above) and again on the 31st Floor. All applications hand-delivered on the due date will be accepted at the ODJFS Bid Room, which is managed by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower. 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.

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), an application submission must include a completed **Attachment A., Required Applicant Information and Certifications Document and Appendix A, Technical Application** as described in this section. The Technical Application must contain all the information specified and/or required in order to be considered for grant award. ODJFS has provided applicants with a **Application Score Sheet (Attachment C)** as an aid in helping interested applicants in organizing their application submission.

### **Required Applicant Information and Certifications Document**

**Attachment A., Section I.** --In this section, the applicant is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RFP, entitled "Required Applicant Information & Certifications Document.". Applicants who fail to provide all information and certifications as described in Attachment A., Section I. in their proposal 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 or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any applicant to complete, sign, and return the Standard Affirmation and Disclosure Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

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. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFGA.

**NOTE:** Grant applicants are required to submit one additional copy of their complete technical application, including any required or voluntary attachments and one additional copy of the program budget, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The requested CDs 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.

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

The Technical Application is defined as any part of the applicant's application (either as required by ODJFS or sent at applicant's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any sub-grantees, etc., which is not specifically identified by ODJFS.

- Any trade secret, proprietary, or confidential information (as defined in Section 4.4 of this RFGA) found anywhere in an applicant's application shall result in immediate disqualification of that applicant's application.
- Any sensitive personal information on applicant *or* sub-grantee staff (e.g., social security numbers, addresses) must be omitted from applications, or rendered fully unreadable, or ODJFS may at its option disqualify the applicant from any consideration.

## **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. Grant 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 (OFAM). 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 grantee(s) 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 reject 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 II, III, and IV of this RFGA. Using the score sheet for Phase II scoring (see **Attachment C** of this RFGA for specific evaluation criteria), 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.

**IMPORTANT:** Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Application Score Sheet (**Attachment C**) to review their applications for completeness, compliance, and quality.

### **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 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 up to four applicants as budget and successful applications allow.

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 around the state, and in both urban and rural areas. Grant 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.

### **SECTION VII. PROTEST PROCEDURE**

#### **7.1 Protests**

Any potential, or actual, applicant objecting to the award of a grant resulting from the issuance of this RFGA may file a protest of the award of the grant, 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 a prospective or actual applicant objecting to the award of a grant resulting from this RFGA. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number 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 issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, 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 a grant, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the State's 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' Office of Contracts and Acquisitions 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, a grant 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 applicant(s) who would have been awarded the grant shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 Caveats

**ODJFS is under no obligation to issue a grant(s) 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 grant applicant should ODJFS decide not to proceed. Changes in this**

**RFGA of a material nature will be provided via the website dedicated to this RFGA. All grant applicants are responsible for obtaining any such changes without further notice by ODJFS.**

**SECTION VIII. ATTACHMENTS AND THEIR USES**

- A. Required Applicant Information and Certifications (*To be completed & included in Technical Application packet*)**
- B. ODJFS Model Grant Agreement (*For applicant reference purposes*)**
- C. Application Score Sheet (*For applicant self-evaluation purposes...do not submit*)**

**SECTION IX. APPENDICES AND THEIR USES**

- A. Technical Application (*To be completed & submitted*)**

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**

|   |   |
|---|---|
| <b>1. ODJFS RFGA #:</b>   | <b>2. Application Due Date:</b>                                       |
| <b>3. Name:</b> (legal name of the grantee – person or organization – to whom grant payments would be made)   |   |
| <b>3a. Grantee’s Ohio Administrative Knowledge System (OAKS) ID#:</b> [Vendors may apply for an OAKS vendor ID# at: <a href="http://ohiosharedservices.ohio.gov/Vendors.aspx">http://ohiosharedservices.ohio.gov/Vendors.aspx</a> . 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.]   |   |
| <b>4. Grantee Corporate Address:</b>  | <b>5. Grantee Remittance Address:</b> (or “same” if same as Item # 4) |
| <b>6. Print or type information on the grantee representative/contact person <u>authorized to answer questions on the application:</u></b><br><br><b>Grantee Representative NAME and TITLE:</b><br><br><b>Address:</b> _____ <b>E-Mail Address:</b> _____<br><br><b>Phone #:</b> _____<br><br><b>Fax #:</b> _____   |   |
| <b>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):</b><br><br><b>Grantee Representative NAME and TITLE:</b><br><br><b>Address:</b> _____ <b>E-Mail Address:</b> _____<br><br><b>Phone #:</b> _____<br><br><b>Fax #:</b> _____ |   |

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](http://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 SUBGRANT AGREEMENT

**G-1617-00-0000**

## RECITALS:

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

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's **Data Universal Numbering System (DUNS) number** is \_\_\_\_\_.

The Subgrant is made pursuant to the **Federal Award Title**, awarded by the United States Department of \_\_\_\_\_, **on Federal Award Date** for the performance period of \_\_\_\_\_ to \_\_\_\_\_.

The total amount of this federal award to ODJFS is \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_). The total amount of funds awarded to SUBGRANTEE is specified in ARTICLE III of this Agreement.

The federal contact is **[insert federal contact name and phone/address]**.

The Catalogue of Federal Domestic Assistance (CFDA) number is \_\_\_\_\_.

The Federal Award Identification Number (FAIN) or Grant Document Number is \_\_\_\_\_.

This Agreement is not for research and development purposes.

The federal award project description for this Agreement is summarized as follows: \_\_\_\_\_. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

- A. ODJFS issued a Request for Grant Application (RFGA) titled \_\_\_\_\_, numbered \_\_\_\_\_, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of SUBGRANTEE, submitted by SUBGRANTEE 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 the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of ODJFS.

## DEFINITIONS

- A. For the purposes of this Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal controls," "management decision," "non-Federal entity," "nonprofit organization," "Office of Management and Budget (OMB)," "pass-through entity," "single audit," "state," "subaward" and "subrecipient" have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular".

- B. For the purposes of this Agreement, the terms “equipment,” “HHS awarding agency,” “real property,” “subaward,” “subrecipient,” “supplies,” “suspension of award activities,” and “termination” have the same meanings as provided in 45 CFR 75.

### ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

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

#### INSERT SPECIFIC Subgrant Activities

- B. The ODJFS Agreement Manager is ODJFS Agreement Manager Name, or his/her successor.
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 business days after SUBGRANTEE’s receipt of the requests or instructions. ODJFS and SUBGRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Subgrant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

### ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from Start Date, or upon signature of the Director of ODJFS or upon issuance of the 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 June 30, 201X, 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 SUBGRANTEE if ODJFS decides to renew this Agreement. SUBGRANTEE will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODJFS and SUBGRANTEE 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 SUBGRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is Total Dollar Amt and 00/100 Dollars (\$Total). ODJFS will provide SUBGRANTEE with funds in an amount up to [SFY1 Dollar Amt] and 00/100 Dollars (\$SFY1) for State Fiscal Year 201X and up to [SFY2 Dollar Amt] and 00/100 Dollars (\$SFY2) for State Fiscal Year 201X expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.

- B. The maximum non-federal funding provided by ODJFS, included in the total amount above, is [SFY1 Dollar Amt] and 00/100 Dollars (\$SFY1) for State Fiscal Year 201X and [SFY2 Dollar Amt] and 00/100 Dollars (\$SFY2) for State Fiscal Year 201X.
- 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 will require a written amendment to this Agreement.
- D. SUBGRANTEE shall provide for allowable costs in accordance with the indirect cost rate. The federally approved indirect cost rate for the federal award for this Agreement is \_\_\_\_\_. OR The federally approved indirect cost rate negotiated between the federal government and SUBGRANTEE is \_\_\_\_\_. OR The indirect cost rate for this Agreement is a de minimis indirect cost rate as defined in 2 CFR 200.414. OR The indirect cost rate negotiated between ODJFS and SUBGRANTEE is \_\_\_\_\_.
- E. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY 201X and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY 201X, 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. SUBGRANTEE 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.
- F. Compensation will be made as reimbursement for actual, allowable expenditures incurred [per Deliverable] [hourly] and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget [or cost proposal] as follows/attached.
- G. SUBGRANTEE will submit one copy of a detailed invoice on a monthly/quarterly/one-time basis to ODJFS, Agreement Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. SUBGRANTEE'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, Subgrant activities completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
  5. Description of Subgrant activities performed during the billing period;
  6. Receipt or other proof of cost;
  7. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
  8. Other documentation requested by the ODJFS Agreement Manager.
- H. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:

1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
    - a. Fiscal and accounting procedures;
    - b. Accounting records;
    - c. Effective internal control over cash, real and personal property, and other assets;
    - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
    - e. Source documentation and cash management;
    - f. Written procedures to implement the requirements of 45 CFR 75.305; and
    - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
  2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
  3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
  4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
  5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.
  6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
  7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- I. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE'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.
- J. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. SUBGRANTEE 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.
- K. SUBGRANTEE 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. AUDITS OF SUBGRANTEE**

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
1. Proper identification of federal awards received;
  2. Maintenance of required internal controls;
  3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
  4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
  5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
  6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
  7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

#### **ARTICLE V. 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 a 30 calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, 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 SUBGRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
  2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
  3. SUBGRANTEE has violated any provision of ARTICLE IX.
- Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Subgrant 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 Subgrant activities and refusing any additional orders;
  3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
  4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; 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 SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, 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 SUBGRANTEE.
- F. Upon SUBGRANTEE'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 SUBGRANTEE 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 VI. NOTICES**

- A. ODJFS and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from SUBGRANTEE that concern changes to SUBGRANTEE'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 IX, 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 SUBGRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE'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 VII. RECORDS, DOCUMENTS AND INFORMATION**

SUBGRANTEE 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 Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant 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. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any

materials or items produced under this Agreement. SUBGRANTEE 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 SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE 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. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.
- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61 and shall defend such a claim.
- 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 SUBGRANTEE 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 SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE 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, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, 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 Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is **[INSERT RECORDS SCHEDULE]. [Must be a minimum of 3 years, 2 CFR 200.333-DO NOT INCLUDE THIS IN THE AGREEMENT]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE 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 SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However,

ODJFS and SUBGRANTEE 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. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE 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 Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
  2. **Suspension and Debarment.** As provided in 45 CFR 75.212, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
  3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
  4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:
1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
  2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
  3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
  4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
  5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;

6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

#### ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE'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, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE 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 SUBGRANTEE.
  1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE 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. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE 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.** SUBGRANTEE 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 SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
  3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE 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 SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, 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. SUBGRANTEE 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, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
    - c. SUBGRANTEE 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. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
  3. **Ethics and Conflicts of Interest Laws.**
    - a. SUBGRANTEE 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. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
    - b. SUBGRANTEE 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 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
    - c. SUBGRANTEE 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. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
    - d. SUBGRANTEE agrees that SUBGRANTEE, 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 SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31<sup>st</sup> Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not

participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE 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. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE 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 Subgrant activities call for services to minors, SUBGRANTEE 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.** SUBGRANTEE, 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. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE'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.** SUBGRANTEE 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, SUBGRANTEE 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. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K 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, SUBGRANTEE must disclose:
  - (1) The location(s) where all services will be performed by SUBGRANTEE 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 SUBGRANTEE and all subcontractors.
- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE 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 SUBGRANTEE 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 SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

In addition, if SUBGRANTEE 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 SUBGRANTEE. 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. **Combating Trafficking in Persons.**

- a. SUBGRANTEE agrees that it is in compliance with the Trafficking Victims Protection Act as amended (22 USC 7104), see 2 CFR Part 175, in which “the United States Government has adopted a zero tolerance policy regarding trafficking in persons.” The provisions found in 2 CFR Part 175, are hereby incorporated into this Agreement by reference.
- b. SUBGRANTEE, its employees, its subgrantees, its subcontractors, or subcontractors’ employees are prohibited from the following activities:
  - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
  - (2) Procuring commercial sex acts during the period of performance of the Agreement; or
  - (3) Using forced labor in the performance of the Agreement.
- c. SUBGRANTEE agrees that it shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph; and
- d. ODJFS has the right to immediately and unilaterally terminate this Agreement, without penalty, if any provision in this section is violated. ODJFS may implement Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.

12. **Civil Rights Assurance.** The SUBGRANTEE 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.).

13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.

14. **Energy Policy and Conservation Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
16. **Certification of Compliance.** SUBGRANTEE 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 X. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE 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. SUBGRANTEE 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. **Limitation of Liability.** To the extent allowable by law, SUBGRANTEE agrees to defend, indemnify and hold ODJFS, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorney's fees) or claims for personal injury, property damage, patent and copyright infringement, and any other type of claim that arises from the performance of the Subgrant activities under this Agreement. SUBGRANTEE'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. Subject to ORC 109.02, SUBGRANTEE agrees to defend ODJFS against any such claims or legal actions if called upon by ODJFS to do so.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE 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 SUBGRANTEE. 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. SUBGRANTEE 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 are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE 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 SUBGRANTEE under this section survive the termination of this Agreement, without limitation.

- D. **Liens.** SUBGRANTEE 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 SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE 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 SUBGRANTEE 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 VI. 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 SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **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 XI. 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:

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**ATTACHMENT C**  
**Application Score Sheet**  
**RFGA#: JFSR1617178105**

**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 | Y<br>E<br>S | N<br>O |
|--------|---|---------------------|-------------|--------|
| 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 Applicants’ responsible representative, as described in Attachment A to the RFGA?   | Attachment A / 5.2  |             |        |
| 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 / 5.2  |             |        |
| 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 / 5.2  |             |        |
| 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 their primary purpose is to promote childbirth, rather than abortion, through counseling and other services, including parenting and adoption support?  | 3.1, C.             |             |        |
| 8      | Did the applicant demonstrate that they provide services to pregnant women and parents or other relatives caring for children twelve 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, D.             |             |        |
| 9      | Did the applicant demonstrate they do not charge a fee to pregnant women and parents, or other relatives, caring for children twelve months of age or younger for any services received?  | 3.1, E.             |             |        |
| 10     | Did the applicant demonstrate 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, F              |             |        |
| 11     | Did the applicant state that they do not discriminate in its provision of services on the basis of race, religion, color, age, marital status, national origin, disability or gender?   | 3.1, G              |             |        |
| 12     | Did the applicant state that if they plan to sub-contract or sub-grant services with 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, H              |             |        |
| 13     | Did the applicant sign the Program Assurances affirmation page and include it in their submission?  | 3.1, I              |             |        |
| 14     | Did the review team (in its initial/cursory review of the applicant’s submission) determine that the application was free of trade secret/proprietary information as specified/restricted in the RFGA?  | 4.4                 |             |        |
| 15     | Did the applicant remove all personal confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the application package? [As stated in the RFGA, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”]   | 3.3                 |             |        |

**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 Families and Children. 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 **282** points (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **360** 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 | Extension |
|---|--|----------------|--------|----------------|-------------------|---------|------------|-----------|
| <b>Organizational Experience and Capabilities</b>   |  |                |        |                |                   |         |            |           |
| (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.)                                   |  |                |        |                |                   |         |            |           |
| 1   | The applicant has clearly identified the organization’s primary purpose and identified the indicators used to determine the agency’s effectiveness and quality, and the outcomes achieved within the last 5 years for promoting childbirth, parenting education, and alternative to abortion   | 3.2, A.        | 1      |                |                   |         |            |           |
| 2   | The applicant has described their agency’s length and depth of experience providing services in the following areas (minimum 2 years in each):<br>1. Family planning;<br>2. Abortion prevention services and childbirth promotion;<br>3. Parenting development and/or adoption assistance and parenting education/development; and,<br>4. Adoption Assistance. | 3.2, B.        | 2      |                |                   |         |            |           |
| <b>Key Staff Experience and Capabilities</b>  |  |                |        |                |                   |         |            |           |
| (Profiles and resume(s) must be included for all persons proposed for key positions.) Program Lead may also serve as Program Outcome Manager. |  |                |        |                |                   |         |            |           |
| 3   | The applicant has identified and assigned one key staff person [to serve as <b>Program Lead</b> ] who can demonstrate a minimum of two (2) years of experience operating in areas of family planning, abortion prevention services, childbirth promotion, parenting development and/or adoption assistance and resides in the state of Ohio.                   | 3.3, A.        | 1      |                |                   |         |            |           |

|   |  |           |   |  |  |  |  |  |
|---|--|-----------|---|--|--|--|--|--|
| 4   | The applicant has identified and assigned a <b>Program Outcome Manager</b> with at least one (1) year of experience in working in areas of family planning or other services such as abortion prevention services, childbirth promotion, parenting development, and/or adoption assistance, data tracking and reporting  | 3.3, B.   | 1 |  |  |  |  |  |
| 5   | The applicant has identified and assigned a Fiscal Specialist with at least one (1) year of experience in working with fiscal program and/or systems, preparing invoices, personnel reporting, preparing documentation.  | 3.3 C.    | 1 |  |  |  |  |  |
| 6   | The applicant has identified and assigned a Case Worker with 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 |  |  |  |  |  |
| 7   | The applicant has identified, by position and by name, any additional support staff their agency considers key to the program's success located within the service providers' office and have provided 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 |  |  |  |  |  |
| 8   | The applicant has provided a current organizational chart (including any sub-grantees) and specified the management and administrative personnel assigned to this project.   | 3.3, F.   | 1 |  |  |  |  |  |
| <b>Organization Profile and Participant Eligibility</b> |  |           |   |  |  |  |  |  |
| 9   | The applicant has described the services they currently provide, intake process, follow-up services, logistics of operations and geographical areas of coverage, and has included any services it feels is unique. Also included their organization's website address and has attached a brochure or other printed material that provides information on their organization. | 3.4       | 2 |  |  |  |  |  |
| 10  | The applicant has described the population their organization serves including any demographic information as well as family makeup and has included the number of families that their agency has served in the past 2 years.  | 3.4       | 1 |  |  |  |  |  |
| 11  | Applicant has described its experience determining eligibility for need based programs, and described how it will ensure, to the best of its ability, the accuracy of the information provided by the program participant.   | 3.5       | 3 |  |  |  |  |  |
| 12  | Applicant has defined the eligibility requirements they will use for the proposed services and includes participant income at or below 200% of federal poverty level, Temporary Assistance for Needy Families eligibility and citizenship requirements, and requirements as listed in 5101.804 of the Ohio Revised Code.   | 3.5       | 3 |  |  |  |  |  |
| <b>Program Design</b>                                   |  |           |   |  |  |  |  |  |
| 13  | The applicant has included a description of the target audience it will serve.   | 3.6, A    | 2 |  |  |  |  |  |
| 14  | The applicant has identified how many additional families it will serve and has thoroughly described their plan for 1) increasing participation above current levels, 2) how it will demonstrate the increase was a result of funding provided by the Ohio Parenting and Pregnancy Program, and how the expected increase will be measured.                                  | 3.6, B, 1 | 3 |  |  |  |  |  |
| 15  | The applicant has described in detail how they will notify the public of the availability of the services, including the marketing strategy, geographic outreach, multimedia strategy and anticipated number of contacts the agency will make through use of these strategies.   | 3.6, B, 2 | 2 |  |  |  |  |  |

|  |  |             |   |  |  |  |  |  |
|--|--|-------------|---|--|--|--|--|--|
| 16   | 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. Applicant must thoroughly describe the plan to deliver these services, including implementation, intended outcomes, the method in which new or expanded services will be communicated, implemented and evaluated for success.  | 3.6<br>B, 3 | 2 |  |  |  |  |  |
| 17   | The applicant has included a description of how they will provide each of the following services and indicate whether services will be provided directly or through sub-agreement: <ul style="list-style-type: none"> <li>Parenting and Family classes/counseling classes. And has included the curriculum used or a description of the class curriculum, lessons, goals and outcomes. Applicant has indicated indicate whether the curriculum is evidence based curriculum.</li> <li>Infant/child safety lessons</li> <li>Mother and child Nutrition education, including the risk of alcohol and tobacco</li> <li>Outreach for other social services not provided for by the agency (i.e. WIC, Food Assistance, Child Care Assistance).</li> </ul> | 3.6, C      | 4 |  |  |  |  |  |
| 18   | The applicant has included a plan to address infant mortality in Ohio and provided a description of the plan to deliver services, implementation of services, delivery of services and intended outcomes.  | 3.6, D      | 2 |  |  |  |  |  |
| 19   | The applicant has disclosed whether or not any sub-contractors/sub-grantees be used for this project. (If no, the applicant has included a statement that none will be involved. If yes, the applicant has described the procurement process and the timeline to accomplish procurement as well as provided all required information as specified in Section 4.6, of the RFGA.   | 3.6, F      | 1 |  |  |  |  |  |
| 20   | The applicant has described the monitoring process for the sub-grantee (if applicable) and has included the documentation that will be reviewed, who will perform the monitoring, the frequency that the sub-grantee shall provide performance reports and the plan addressing areas for improvement or poor performance. [If no sub-grantee is involved, the applicant will receive a "Meets" response for this requirement.]   | 3.6, G      | 1 |  |  |  |  |  |
| 21   | The applicant has described how participant and program information will be collected and confidentially maintained.   | 3.6, H      | 1 |  |  |  |  |  |
| <b>Proposal Organization</b>                       |  |             |   |  |  |  |  |  |
| 22   | The applicant has submitted an application which complies with the specified submission format.  | 5.1         | 1 |  |  |  |  |  |
| <b>Column Subtotal of "Partially Meets" points</b> |  |             |   |  |  |  |  |  |
| <b>Column Subtotal of "Meets" points</b>           |  |             |   |  |  |  |  |  |
| <b>Column Subtotal of "Exceeds" points</b>         |  |             |   |  |  |  |  |  |
| <b>GRAND TOTAL SCORE:</b>                          |  |             |   |  |  |  |  |  |

**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 282 points.)**

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

**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 to be officially deemed the applicant's submitted response. Applicants may replicate this application in order to provide necessary responses; however, no application text may be altered or the applicant may risk disqualification.

|                               |
|-------------------------------|
| <b>Application Cover Page</b> |
|-------------------------------|

|   |  |
|---|--|
| <b>Organization Name:</b>                     |  |
| <b>Organization Address:</b>                  |  |
| <b>Point of Contact:</b>                      |  |
| <b>Telephone Number:</b>                      |  |
| <b>Fax Number:</b>                            |  |
| <b>E-mail Address:</b>                        |  |
| <b>Federal Tax Id Number:</b>                 |  |
| <b>OAKS Vendor ID:</b>                        |  |
| <b>DUNS Number:</b>                           |  |
| <b>Director/CEO:</b>                          |  |
| <b>Name of Signature Authority:</b>           |  |
| <b>Title of Signature Authority:</b>          |  |
| <b>E-mail Address of Signature Authority:</b> |  |
|   |  |

**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 interested 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** 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). Please attach this documentation with your organization's application submission **(3.1 A.)**.

Applicants **MUST** demonstrate that they have a physical location or office in the State of Ohio. Please provide your organizations office location/address **(3.1 B.)**.

Applicants **MUST** sign the Program Assurances affirmation page of this application and include it in their application submission **(3.1 I.)**.

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

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**3.2 Organizational Experience and Capabilities**  
**(Response should be no more than 2 pages in these items)**

Clearly identify your organization's primary purpose, the indicators your organization uses to determine effectiveness, and the outcomes achieved within the last 5 years for promoting childbirth, parenting education, and alternative to abortion **(3.2 A.)**.

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

- a. Family planning;
- b. Abortion prevention services and childbirth promotion;
- c. Parenting education/development; and
- d. Adoption assistance.

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**3.3 Key Staff Experience and Capabilities**

Profiles and resumes must easily identify how the applicant's assigned key staff meet the required experience and capabilities for this program. Profiles and 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 year degree in social services or similar discipline, and 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 [applications which do not meet this qualification will be disqualified from further consideration for grant award]. 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 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 to 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 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. 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 parent families or family intervention services **(3.3 D.)**.

Identify, by position and by name, any additional support staff your organization considers key to the program's success located within the service providers' office. 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.)**.

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

Provide a current organizational chart (including subcontractor/sub-grantees) 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.

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**3.4 Organization Profile**

**(Response should be no more than 4 pages in total for this item, not including attached brochures/printed material.)**

Describe the services your organization currently provides. Include the intake process, services provided after intake and how the services are provided/received, and any follow up services, logistics of operation and geographical areas of coverage. 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.

Describe the population your organization serves including any demographic information as well as family makeup. Include the number of families for whom your organization has provided Family planning , Abortion prevention services and childbirth promotion; and Parenting education/development in the past 2 years.

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**3.5 Participant Eligibility**  
**(Response should be no more than 2 pages for this item)**

Applicant 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.

Applicant 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 200% of the current federal poverty level;
- 2) Temporary Assistance for Needy Families (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 agency.

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**3.6 Program Design**

**(Response should be no more than 4 pages in total for this section)**

- A. Include a description of the target audience that it will serve.
- B. Program Requirements

It is expected that funding will be used to increase community awareness of available services, increase availability of services thereby increasing the number of families served, and provide new and expanded services for pregnant women and parents, or other relatives caring for children twelve months of age or younger. Applicants must thoroughly describe how it will meet the following program goals and the strategy to meet the following requirements.

Increase numbers served:

The applicant must identify how many additional families it will serve, and thoroughly describe its plan for a) increasing participation above current levels, b) demonstrating the increase is the result of funding provided, and c) and how the expected increase will be measured.

Increase community awareness and availability of services:

Applicants must describe how it will notify the public of the availability of services including a marketing strategy; geographic reach; multimedia strategy; and the anticipated number of contacts the organization will make through these strategies. Include the indicators your organization will use to measure effectiveness.

Provide new and expanded services.

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. Applicant must thoroughly describe the plan to deliver these services, including implementation, intended outcomes. The method in which new or expanded services will be communicated, implemented and evaluated for success.

- C. Mandatory services

At a minimum, applicants must provide ALL of the following services to participants and indicate whether these services will be provided directly by the applicant or through a sub-agreement/contract with another organization.

- a. Parenting and family classes/counseling classes. Applicants must include the curriculum to be used or a description of the class curriculum, lessons, goals and outcomes. Application

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

should indicate whether the curriculum is an evidence based curriculum;

- b. Infant/child safety lessons;
- c. Mother and child nutrition education including the risks of alcohol, tobacco;
- d. Outreach for other social services not provided by the organization (i.e. WIC, Food Assistance, Child Care Assistance, etc.)

**D. Addressing Infant Mortality**

Applicants must include a plan to address the infant mortality crisis in Ohio, the services they will provide to its participants and staff to help reduce the risk of infant mortality, and a plan to deliver those services, along with any additional services, including implementation, service delivery, and intended outcomes. Include the indicators your organization will use to measure effectiveness.

**E. Subcontractor(s)/Sub-grantee(s)**

Applicants are to disclose whether or not any sub-contractors/sub-grantees will be used for this project. If none will be used, applicant must include a statement in its proposal that no sub-contractors/sub-grantees will be used. If applicants intend to use sub-contractors/sub-grantees 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: 1) the name of each partnering organization 2) whether the entity is current or intended partner 3) if funding will be provided to the partner or if services will be donated 4) the roles and functions for the applicant and each individual partner organization 5) services each partner will provide 6) whether or not the partner organization(s) have collaborated with the applicant on similar projects in the past; 7) the number of years of collaboration with each partner and 8) the location of partner offices.

**F. Monitoring**

Applicants must describe the monitoring process for the sub-contractors/sub-grantees (if applicable). Include the documentation that will be reviewed, who will perform the monitoring, the frequency that the sub-grantee shall provide performance reports and the plan addressing areas for improvement or poor performance. [If no sub-contractors/sub-grantees are involved, the applicant shall disregard this requirement.]

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

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

| <b>Program Budget Items</b>  | <b>Totals</b> |
|--|---------------|
| Personnel  | \$            |
| Fringe Benefits  | \$            |
| Staff Mileage/Other Travel   | \$            |
| Office Supplies  | \$            |
| Pre-Natal/Diagnostic Services  | \$            |
| 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)  | \$            |
| <b>Total Program Costs:</b>  | \$            |
| <b>Indirect Costs (shall not exceed 10% total modified direct costs:</b> | \$            |
| <b>TOTAL:</b>  | \$            |

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**  
**Program Budget**  
**Year 2**  
**July 2016 through June 2017**

| <b>Program Budget Items</b>  | <b>Totals</b> |
|--|---------------|
| Personnel  | \$            |
| Fringe Benefits  | \$            |
| Staff Mileage/Other Travel   | \$            |
| Office Supplies  | \$            |
| Pre-Natal/Diagnostic Services  | \$            |
| 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)  | \$            |
| <b>Total Program Costs:</b>  | \$            |
| <b>Indirect Costs (shall not exceed 10% total modified direct costs:</b> | \$            |
| <b>TOTAL:</b>  | \$            |

**Ohio Parenting and Pregnancy Program Grant**  
**APPENDIX A TECHNICAL**  
**APPLICATION**

**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, or limited to 10% of Total Modified Direct Costs.

**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. Primary purpose is to promote childbirth, rather than abortion, through counseling and other services, including parenting and adoption support **(3.1 C.)**.
2. Will provide services to pregnant women and parents or other relatives caring for children twelve 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 D.)**.
3. Will not charge pregnant women and parents or other relatives caring for children twelve months of age or younger a fee for any services received **(3.1 E.)**.
4. 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 F.)**.
5. 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 G.)**.
6. Will only sub-contract or sub-grant 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 H.)**.
7. Will comply with the requirement of 5101.804 of the Ohio Revised Code.

**Organization Name:** \_\_\_\_\_

Printed Name of Director/CEO: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date