



Department of
Job and Family Services

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

March 18, 2015

Dear College/University Faculty or Staff:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) number JFSR1415068086 to state-supported colleges and universities experienced in outcomes studies, preferably in the area of child welfare research. ODJFS seeks to contract for an independent evaluation to rate the success of a pilot program utilizing a Child Placement Level of Care Tool by comparing pilot program data to historical outcomes for children in substitute care.

The evaluation design is to include a comparison of placement data for children receiving the Child and Adolescent Needs and Strengths (CANS) assessment, the tool in use in Ohio's pilot project, with historical data on placement outcomes regarding the assessment of placement needs for children being removed from their home. The goal of the evaluation is to determine to what extent Ohio's Child Placement Level of Care Tool improves placement stability, length of stay, appropriateness and cost of placement, and worker satisfaction.

If your organization is interested in submitting a proposal for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. In the event of any problems accessing this document or 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, 31st Floor, Suite 3150
Columbus, Ohio 43215-3414
PH: (614) 728-5693

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

30 East Broad Street
Columbus, Ohio 43215
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***Child Placement Level of Care Tool
Pilot Program Evaluation***

RFP#: JFSR1415068086

**The Ohio Department of Job and Family Services
March 19, 2015**

Child Placement Level of Care Tool Pilot Program Evaluation

RFP number JFSR1415068086

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ODJFS REQUEST FOR PROPOSALS (RFP):

Child Placement Level of Care Tool Pilot Program Evaluation

RFP Number JFSR1415068086

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose selecting one state-supported college or university to perform an independent evaluation to rate the success of a pilot program utilizing a Child Placement Level of Care Tool by comparing pilot program data to historical outcomes for children in substitute care. The evaluation design is to include a comparison of placement data for children receiving the Child and Adolescent Needs and Strengths (CANS) assessment, the tool in use in Ohio's pilot project, with historical data on placement outcomes regarding the assessment of placement needs for children being removed from their home.

The pilot program will include 14 counties, selected by ODJFS, to begin using the tool beginning in March, 2015. As outlined in Sections 610.20 and 610.21 of the Amended Sub. H.B. 483 passed by the 130th Ohio General Assembly, the pilot shall end not later than 18 months after the date the pilot program begins. The goal of the evaluation is to determine to what extent the Child Placement Level of Care Tool improves placement stability, length of stay and costs related to the length of stay, appropriateness of placement, and worker satisfaction.

ODJFS is seeking proposals from qualified Ohio state supported colleges and universities experienced in outcomes studies, preferably in the area of child welfare research. Proposals must clearly demonstrate the organization's capability of providing services as described in this RFP.

For the purpose of this RFP, the terms "vendor" and "institution" maybe used interchangeably and shall be defined as an institution interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODJFS by an institution in order to be considered for award of a contract for services described in this RFP. The terms "contractor" and "selected institution" may be used interchangeably in reference to the college or university selected by ODJFS through this RFP for contract award.

1.2 Background

The signing of House Bill 483 on June 16, 2014 requires ODJFS to implement and oversee the use of a Child Placement Level of Care Tool on a pilot basis. The bill defines "Child Placement Level of Care Tool" as an assessment tool to be used by participating counties and agencies to assess a child's placement needs when a child must be removed from the child's own home and cannot be placed with a relative or kinship caregiver. The tool is to include the assessment of a child's functioning, needs, strengths, risk behaviors, and exposure to traumatic events. The pilot is to include 14 county public child welfare agencies and one partner, either a Private Child Placing Agency (PCPA) or Private Noncustodial Agency (PNA).

1.3 Overview of the Project

Sections 610.20 and 610.21 of H.B. 483 require ODJFS to implement and oversee the use of the Child Placement Level of Care Tool. The legislation further requires ODJFS to provide for an independent evaluation of the pilot program to determine if the Level of Care tool improves placement stability, length of stay, costs, and worker satisfaction. The pilot evaluation design must include a comparison of data to historical outcomes and a prospective data evaluation in each of the pilot counties.

Foster care for children (also referred to as substitute care) is one of the major components of Ohio's child welfare system and is provided through both public and private agencies. The program's main purpose is to reunify children with their families or, find other permanent living arrangements when children cannot safely return home. Foster care also includes residential care in group homes and treatment facilities, and other out-of-home placements.

When it is determined that a child must be removed from the home, and a court grants temporary custody of the child to the Public Children Services Agency (PCSA), the caseworker attempts to find a suitable placement with a relative, an approved non-relative, or a licensed foster care setting. Caseworkers must assess the child and the situation to determine the solution that is best for each particular child. Throughout this pilot, caseworkers will use the CANS assessment tool as part of their overall decision-making process.

The CANS assessment tool is a multiple purpose information integration tool that is designed to be the output of an assessment process. The purpose of the CANS is to accurately represent the shared vision of the child-serving system. The completion of the CANS is accomplished in order to allow for the effective communication of this shared vision for use at all levels of the system. There are six key principles of a communimetric measurement tool that apply to understanding the CANS, namely:

1. Items on the assessment were selected based on relevance to service or treatment planning.
2. Levels are designed to translate immediately into action levels and different action levels exist for needs and strengths.
3. Culture and development are considered prior to establishing action levels.
4. The ratings are descriptive and are agnostic to etiology.
5. The ratings describe the child/youth and not the services.
6. There is a 30-day window used for ratings; therefore the assessment is relevant to the child or youth's present circumstances.

1.4 Objectives of the Project

The main objective of this project is to determine to what extent the Child Placement Level of Care Tool improves placement stability, influences cost and length of stay, and increases worker satisfaction for agencies using the tool, as compared to the same counties prior to using the tool.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 19, 2015	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
March 31, 2015	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
April 6, 2015	ODJFS provides final answers to vendor questions (estimated date).
3:00 P.M. April 21, 2015	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
April 27, 2015	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
May 18, 2015	Implementation* (estimated—following notification by ODJFS of all contractual and funding approvals). ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
July 01, 2015 through June 30, 2017	Contract renewal period** Renewal of the contract with the selected vendor is anticipated through June 30, 2017, subject to all required approvals, and is at ODJFS discretion.

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.

* According to requirements of ORC 126.07, ODJFS contracts 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 vendor 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 Contract Manager will notify the contractor when the requirements of ORC Section 126.07 have been met.

** Subject to all necessary contract and fiscal approvals, the contract period is expected to run from mid-May, 2015 through June 30, 2015, with a renewal of the contract for the period of July 1, 2015 through June 30, 2017. Any contract renewal is subject to approvals, continuing programmatic need, and satisfactory contractor performance, and is at the discretion of ODJFS. Should funding necessary for this project become unavailable at any time during the effective term of the contract, including any renewal period, the contract shall be canceled in accordance with standard contract provisions.

2.2 Internet Question and Answer (Q&A) Period; RFP Clarification Opportunity

Institutions or other interested parties may ask clarifying questions regarding this RFP via the Internet during the Q&A Period as outlined in Section III, Anticipated Procurement Timetable. To ask a question, vendors 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 *JFSR1415068086* 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 RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the institution (or other interested party), the institution name, phone number, and e-mail address must be provided to submit an inquiry. The State may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, 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.

The State’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP for public reference by any interested party. The State will not provide answers directly to the vendors that submitted the question. All questions about this RFP that are submitted in accordance with these instructions will be answered on the RFP’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. The State’s answers may be accessed by following the instructions above, but rather than selecting “Submit Inquiry,” institutions and others should select “View Q and A.” The State strongly encourages question submission early in the Q&A period so that answers can be posted with sufficient time for any possible follow-up questions.

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

Requests for copies of any previous RFPs or for past submitted proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. The State will only answer questions submitted within the established period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable), which pertain to issues of RFP clarity, and which are not requests for public records. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

* Should institutions experience technical difficulties accessing the ODJFS website where the RFP 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 RFP until a contract is awarded, there may be no communications concerning the RFP between any vendor and any employee of ODJFS in the issuing office, or any other ODJFS employee, or other individual who is in any way involved in the development of the RFP or the selection of the vendor.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 2.2, Internet Question & Answer Period; RFP Clarification Opportunity;
2. As necessary in any pre-existing or on-going business relationship between ODJFS and any vendor that could submit a proposal in response to this RFP;
3. As part of any vendor interview process or proposal clarification process initiated by ODJFS, which ODJFS deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, ODJFS will post those revisions, amendments, etc., to the website dedicated to this RFP;* and
5. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services (OLAS).

*** Important Note:** Amendments to the RFP or to any documents related to it will be accessible to institutions through the original web page established for the RFP. All interested institutions must refer to that web page regularly for amendments or other announcements. ODJFS may not specifically notify institutions of changes or announcements related to this RFP except through the website posting. It is the affirmative responsibility of institutions to be aware of and to fully respond to all updated information posted on this web page.

ODJFS is not responsible for the accuracy of any information regarding this RFP that is obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by institutions may result in the disqualification of those institutions' proposals.

If interested institutions have a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in Sections 2.2, Internet Question & Answer (Q&A) Period; RFP Clarification Opportunity, or 2.3, Communication Prohibitions, of this RFP. Institutions are cautioned that communication attempts which do not comply with these instructions will not be answered, and that ODJFS will not consider any proposals submitted to any address other than the one provided in Section 5.1 of this RFP. Institution proposals must be submitted to ODJFS in strict accordance with proposal submission instructions provided in Section 5.1, Proposal Submission Information.

2.4 Program Resource Library

ODJFS recognizes interested institutions may not be familiar with the CANS assessment tool referenced in this RFP. ODJFS has created a Program Resource Library which can be accessed at <http://ifs.ohio.gov>. The following documents and information will be available:

General information on the CANS assessment, including a detailed executive summary, can be accessed at <http://praedfoundation.org/About%20the%20CANS.html>.

The CANS assessment manual, the CANS form, and supporting documents can be assessed at <http://www.praedfoundation.org/CANS%20Comprehensive%20Manual.pdf>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Proposals must demonstrate that the vendor meets all the following mandatory minimum qualifications, and must also describe organizational and staff experience levels and capabilities as evidence of the vendors' abilities to successfully perform the work described in this RFP.

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. The vendor must be an Ohio state-assisted college or university.
- B. The vendor proposal must identify a Lead Researcher who possesses a Doctorate Degree in Social Work, Social/Behavioral Science, Social Research, Public Administration, or a related discipline **and** a minimum of five (5) years' experience in the social services field (social work practice in the field of child protective services is preferred).
- C. Key staff (at minimum, a project manager) must be identified **and** must be persons holding a bachelor's degree in social work, social/behavioral science, social research, public administration or a related discipline with a minimum of five (5) years' experience in the social services field.
- D. **If** the institution plans to collaborate with subcontractors, the staff qualifications specified above are applicable to all subcontract staff based on their respective roles in the project.

Vendors that do not meet ALL the above mandatory requirements will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

Vendors are to provide information that demonstrates past successful work experience similar to the work in this RFP. ODJFS will score the information for how well that experience compares to this project, and therefore indicates a likelihood of success if the vendor were awarded the contract for this project.

- A. Samples of at least two, but no more than four, similar sized projects completed in the past five years that demonstrate expertise in child welfare research and outcomes studies.
- B. The names and contact information for at least three entities for which they have performed similar sized projects in the past seven years.

3.3 Staff Experience and Capabilities

One way that vendors demonstrate their expertise is by proposing appropriately qualified staff to key leadership roles for the project. Proposals are to include resumes of proposed project personnel demonstrating clearly that the vendor has:

- A. identified a Lead Researcher with a Doctorate Degree in Social Work, Social/Behavioral Science, Social Research, Public Administration, or a related discipline **and** a minimum of five (5) years' experience in the social services field (social work practice in the field of child protective services is preferred); and,
- B. identified all key staff (*at minimum*, a project manager) who all must have, at minimum, a bachelor's degree in social work, social/behavioral science, social research, public administration or a related discipline with a minimum of five (5) years' experience in the social services field. Individuals with previous experience in child welfare are preferred.

Important: It is the affirmative responsibility of the institution submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package. Following submission to ODJFS, all proposals submitted may become part of the public record. **ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.**

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

Proposals submitted in response to this RFP must reflect the institution's understanding of, and commitment and capability to, fully perform the full scope of work described in this section. The selected institution (*i.e.*, the contractor) will be responsible for the deliverables as described in **Section 4.4. Specification of Deliverables**, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within this RFP. In developing their proposals, all institutions must fully and appropriately plan and price their proposals, including all necessary preparatory and intervening steps, and anticipated travel. In addition to completing all deliverables for this project, the contractor will be required to perform the following tasks as stated or implied in Section 610.20 of House Bill 483:

- A. To design and conduct the evaluation of the pilot study of the Child Placement Level of Care Tool. The evaluation shall include at a minimum: placement stability, length of stay, and other outcomes for children; cost; worker satisfaction; and any other criteria the Department determines will be useful in the consideration of statewide implementation. The evaluation design shall include a comparison of data to historical outcomes and a prospective data evaluation in each of the pilot counties.
- B. To schedule meetings with ODJFS and other project staff at critical points during the project as needed. Sufficient time shall be allowed for initial meetings to finalize the Work and Evaluation Plans. At least two more meetings will be scheduled at the appropriate times to: 1) review analysis progress and preliminary findings, and 2) review final results. Additional meetings may be scheduled as needed as the study progresses to provide updates, review analyses and findings, resolve problems, and meet operational needs. In addition, the contractor will be expected to provide technical support to ODJFS and other project staff on study aspects or findings through telephone calls, on-site meetings, or e-mails.

- C. To report the results of the pilot study to ODJFS. These reports will be given to the ODJFS Contract Manager.

4.2 Number of Participants

County agencies projected to participate in the pilot program include the following:

1. Ashland County Department of Job and Family Services
2. Athens County Children Services
3. Butler County Department of Job and Family Services
4. Clark County Department of Job and Family Services
5. Clermont County Children Services
6. Franklin County Children Services
7. Greene County Department of Job and Family Services
8. Guernsey County Children Services
9. Knox County Department of Job and Family Services
10. Madison County Department of Job and Family Services
11. Montgomery County Department of Job and Family Services
12. Morrow County Department of Job and Family Services
13. Stark County Department of Job and Family Services
14. Summit County Children Services

In addition, participating counties have identified private agency partners with which to work during the pilot program.

4.3 Administrative Structures—Proposed Work Plan

Proposals are to include, at minimum, the following administrative structures and technical approach for the proposed work plan. In its proposal, the institution shall:

- A. provide a narrative explanation of how the proposed technical approach and work plan will achieve the objectives as identified in Section 1.4 of this RFP;
- B. provide a status reporting procedure for reporting work completed and resolution of unanticipated problems;
- C. provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project, including a chart showing the number of hours to be devoted to the project by vendor staff or sub-contractor staff, and the percentage of time each key management person will devote to the project; and,
- D. provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved; and,

- E. provide a Technical Approach and Proposed Work Plan to be finalized and implemented if awarded the contract. The work plan must fully address the Scope of Work and the Specifications of Deliverables in Sections 4.1 and 4.4 of this RFP.

4.4 Specifications of Deliverables

The contractor will be responsible for the overall design and implementation of the study following execution of the contract. Each of the following represents a tangible deliverable that will be due to ODJFS according to the timetable finalized in the Work Plan (Deliverable A). In general, evaluation and technical support services will be performed by the vendor throughout the project and are not listed independently as project deliverables. The contractor will be expected to provide quality assurance on all products including drafts and preliminary data so that data are correctly and consistently defined and interpreted across all products and are presented according to generally accepted academic formats. Narratives should be polished, concise, well-organized, and have a logical flow. The contractor's project reports are to be written in lay terms with emphasis on the meaning of the findings for administrators and policy makers.

All products will be submitted to the ODJFS Contract Manager at least 30 days prior to the deadline for review by the appropriate ODJFS and county staff. The contractor should be prepared for consultations, meetings, or other venues for discussion of the products and any revisions.

The contractor will produce the following deliverables, A through F.

A. Final Work Plan

The Proposed Work Plan submitted by the selected institution as part of its technical proposal (as described in Section 5.2, Tab 4) will be reviewed and finalized as needed before work begins. The plan must demonstrate that the institution has an overall coordinated and comprehensive management approach, particularly in their staffing, timelines, quality control, and communications. The finalized work plan must be approved by the ODJFS Contract Manager. During the course of the project, any changes to the finalized work plan must be approved by the ODJFS Contract Manager in advance of implementing the changes.

Vendors are to demonstrate to ODJFS their ability to successfully perform the work described in this RFP by preparing a **Proposed Work Plan** that must include:

1. a timeline for each deliverable (The timeline should include a three week work stoppage beginning July 1, 2015, to accommodate state requirements for processing new and anticipated renewal contracts and purchase orders at the beginning of each state fiscal year.);
2. a current organizational chart (including any subcontractors) and specifying the key personnel who will be assigned to this project;
3. a chart showing the number of hours and percentage of time each key staff member will devote to the project by deliverable and by State Fiscal Year (SFY);
4. a description of how quality control and technical editing will be accomplished on deliverables, for, at minimum, consistency, completeness in meeting requirements, and general grammar, spelling and format checks; and,
5. a status reporting procedure for reporting completed work and resolution of unanticipated problems.

B. Final Evaluation Plan.

The **Proposed Evaluation Plan** submitted by vendors as part of their technical proposals described here and in Section 5.2, Tab 4 will be reviewed and finalized as needed before work begins. The plan must include a description of the research design, training, data collection, analysis, and report writing required to plan, implement, and evaluate the pilot program including comparison of data to historical outcomes and a prospective data evaluation in each of the pilot counties.

The plan must demonstrate a strategy that is reasonable, feasible, and assures confidence in the study results. The Final Evaluation Plan must be approved by the ODJFS Contract Manager. During the course of the project, changes to the Final Evaluation Plan must be approved with the ODJFS Contract Manager in advance of implementing the changes.

Vendors are to demonstrate to ODJFS their ability to successfully perform the work described in this RFP by preparing a Proposed Evaluation Plan that must:

1. identify a sampling methodology, if a sample is to be used, which assures that the sample size is large enough to accurately reflect the total population and effects of the tool on outcomes;
2. identify and address threats to validity and reliability. Control or comparison groups, or other counterfactuals, must be identified and described;
3. describe, as applicable, the system for recruiting, hiring, training, and supervising interviewers or other data collectors to ensure the highest quality and accuracy of data collected (The contractor is responsible for caseworker interviews, case record reviews, surveys, follow-up of unclear or incomplete data, and other arrangements as needed for the collection and input of data. Data collection may be sub-contracted by the selected contractor.);
4. describe how data will be collected and prepared for analysis of worker satisfaction, including questions to determine satisfaction regarding the tool usage compared to any previously used similar tools.
5. describe how the data collection instruments are to be used if not described above (The contractor is responsible for all data collection instruments and coding strategies which will be reviewed and approved by ODJFS before work can begin, in addition to notifying ODJFS of any planned use subcontractors.);
6. describe how data confidentiality will be ensured at all stages of the project work, including, at minimum, data storage and maintenance, by any and all vendor and/or subcontractor staff; and,
7. identify how the data will be analyzed. A few sample tables or other examples may be included in this section.

C. Implementation and Completion of the ODJFS-approved Evaluation Plan

The selected institution will be required under contract to complete the evaluation in accordance with the approved finalized evaluation plan and utilizing best practices for a successful project with meaningful results.

D. Training

The contractor will train the appropriate staff on how to use and implement the tool. Upon completion of the training, the contractor will notify ODJFS in writing.

E. Reports.

1. The contractor will prepare and submit a report to ODJFS that includes description of the pilot study and its findings and conclusions, including the worker satisfaction study.
2. The contractor will submit to ODJFS the preliminary analysis tables, study findings, descriptive statistics, and draft sections of the report for review, discussion, and revision at points in the process agreeable to the contractor and to the ODJFS Contract Manager.
3. The final draft report will be reviewed by ODJFS and county staff. The contractor should allow a minimum of 30 days for the review and revision process of the final draft.
4. The contractor will deliver the final report in both Microsoft Word and PDF formats on CD.
5. The contractor will provide the final report to ODJFS within six months following the conclusion of the pilot.

F. Project Closeout Activities.

After ODJFS approval of all deliverables, all data provided to the contractor from ODJFS must be returned to ODJFS or destroyed as instructed in the contract or by the contract manager. All other data collected or created for the project must be transferred to ODJFS or destroyed by the institution as instructed by the ODJFS Contract Manager and/or as specified in the contract. The contractor is required to notify ODJFS in writing when all closeout activities are completed.

SECTION V. PROPOSAL FORMAT & SUBMISSION**5.1 Proposal Submission Information**

ODJFS requires proposal submissions in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in this section. The proposal submission must be comprised of:

- **Five (5)** paper copies (one (1) signed original and four (4) copies) and one CD-ROM copy of the technical proposal;

It is the institution's affirmative responsibility to ensure that all copies and all formats of the proposal are identical. Any pages or documents omitted from any or all copies can negatively affect the institution's score and possibly result in its disqualification. In the event of any discrepancies or variations between copies, ODJFS is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions accordingly, including the decision to disqualify the institution.

AND

- in a sealed, separate envelope, **three (3)** paper copies (one (1) signed original and two (2) copies) and one CD-ROM copy of the cost proposal.

The institution's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The institution's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. on April 21, 2015**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Office of Contracts and Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
ATTN: RFP/RLB Unit**

The entire institution technical proposal should be converted into **one single secure .pdf document** and saved to the technical proposal CD-ROM submitted to ODJFS, if possible. If the proposal's size necessitates more than a single .pdf document to contain the entire technical proposal, vendors must still send the CD-ROM copy of the proposal, but using the fewest separate .pdf documents possible.

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled, **"DO NOT OPEN - COST PROPOSAL ENCLOSED"** and **marked with the title and identifying number of this RFP as well as the vendor's name.**

The CD-ROM copy of the cost proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the cost proposal must be submitted in the sealed envelope containing the hardcopy cost proposal.**

Both CD-ROMs must be labeled with the institution's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CD-ROMs may be used in the formal ODJFS proposal review process, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests; failure to include or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

All proposal submissions must be received, complete, at the above address, via mail or hand delivery by the above date and time. Materials received separately from an institution's proposal submission (*e.g.*, letters of recommendation from past customers) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be added to any previously received submissions, nor will they be considered.

OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline (date and time). For hand delivery on the due-date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes State Office Tower (address as stated above) and on the 31st Floor. All proposals must be received **no later than the specified deadline, both date and time**, by the Office of Contracts and Acquisitions (OCA), on the 31st Floor of the Rhodes Tower. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

Submission of a proposal indicates acceptance by the institution of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between ODJFS and the institution selected.

5.2 Format for Organization of the Proposal

In developing their proposals, institutions must fully and appropriately plan and price out their proposed projects (cost information must be restricted to the cost proposal only), including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFP. The institution's technical proposal must contain the following components, at minimum. It is mandatory that institution proposals be organized in the following order and that wherever appropriate, sections/portions of the proposal make reference by section number/letter to those RFP requirements to which they correspond.

A sample Technical Proposal Score Sheet is provided as Attachment C of this RFP. **Institutions are strongly encouraged to use the Score Sheet to check their proposals for quality, compliance, and completeness prior to submission.**

A. Proposal Information

The institution's technical proposal must contain the following components, organized in primary tabs and divided into sub-tabs, as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter may be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which include information or materials not required in the RFP. All pages beyond Tab 1 are to be sequentially numbered.

Institutions must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Attachment A, Section I. --In this section, the institution 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 Vendor Information & Certifications Document." Institutions may, at their discretion, either print Attachment A, Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Institutions who fail to provide all information and certifications as described in Attachment A, Section I. in their proposal Tab 1 will be disqualified.

Attachment A, Section II. – The **Location of Business Form** Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every vendor 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 vendor to complete, sign, and return the Location of Business Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

The signed originals of the above referenced forms (RFP Attachment A, Sections I. and II.) are to be provided in the institution's original proposal; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the institution proposes the use of any subcontractor(s), information on the subcontractor(s) and letters of commitment as required by Section 8.8, Minority Business Enterprise or 8.9, Subcontractor Identification and Participation Information should also be provided in Tab 1.

Tab 2 Vendor Experience and Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, B through D)

The institution must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 3.1, of this RFP.

Sub-Tab 2b. Organizational Experience and Capabilities (Section 3.2, A and B)

In this section, the institution is to include their response to the organizational experience and capabilities requirements (including those of any subcontractors) as described in Section 3.2, of

this RFP. The information presented on the vendor’s experience and capabilities should demonstrate sufficient similarities between past work and the work described in this RFP to suggest a strong likelihood of success if the vendor were awarded the contract for this project.

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, A and B)

In this section, the institution is to include, at minimum, the resumes of a lead researcher and a project manager (and any other staff the vendor identifies as key to project success) to demonstrate appropriate staff experience, credentials, and capabilities as described in Section 3.3, of this RFP.

Tab 3 Administrative Structures - Proposed Work Plan (Section 4.3, A through E)

- Sub-Tab 3a. Item A**
- Sub-Tab 3b. Item B**
- Sub-Tab 3c. Item C**
- Sub-Tab 3d. Item D**
- Sub-Tab 3e. Item E (Including Section 4.1, Scope of Work, items A through C)**

This section should provide information and documents responsive to the instructions in Section 4.3 for items A through D. In response to item E, proposals are to describe how the vendor would plan and perform the full scope of the work described in Section 4.1, Scope of Work and would accomplish all deliverables in Section 4.4, Specifications of Deliverables (details on each deliverable are to be provided in Tab 4). The responses must present sufficient detail to demonstrate that the vendor has a clear understanding of the State’s needs, a sound understanding of how to address those needs, and the capability to perform the work so that those needs are met.

Tab 4 Specifications of Deliverables (Section 4.4, A through F)

- Sub-Tab 4a. Deliverable A**
- Sub-Tab 4b. Deliverable B**
- Sub-Tab 4c. Deliverable C (etc. through Deliverable F)**

This section should provide details on how the vendor proposes to successfully achieve each of the deliverables specified in this RFP. The responses must address each element separately. Discussion for each deliverable is to be presented in separate sub-tabs as described above.

B. Cost Proposal

Three copies (one (1) signed original and two (2) copies) of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled, **“DO NOT OPEN - COST PROPOSAL ENCLOSED”** and **marked with the title and identifying number of this RFP as well as the vendor’s name.**

This envelope/package must also contain the labeled cost proposal CD-ROM. The cost proposal must include a statement that the prices quoted are firm.

Vendors are to complete the Cost Proposal Form, provided as Attachment D to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested institutions to provide a group of individual costs for those services defined in Section 4.4, Specifications of Deliverables. Institutions are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS

its flat, all-inclusive fee for performing each. The prices offered in the institution's cost proposal will be the prices in effect throughout the contract period, including any renewal contracts.

Vendors are to use the format in Attachment D, Cost Proposal Form, to submit their cost proposal for State Fiscal Years as outlined on the form. At the institution's discretion, additional documentation may also be included with the completed Attachment D as explanatory information, but when making the institution selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

In calculating their total proposed cost, institutions must consider costs resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not) that may be needed in performing the scope of work.

C. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any institution's technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the institution is NOT considered to be such prohibited cost information, and MAY be included in any institution's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the institution's proposal (either as required by ODJFS or sent at institution's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed cost proposal. Should an institution determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the institution before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in an institution's proposal shall result in immediate disqualification of that institution's proposal.
- Any sensitive personal information on vendor *or* sub-contract staff (*e.g.*, social security numbers, addresses) must be omitted from institution proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the institution from any consideration.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with an institution that best demonstrates the ability to meet requirements as specified in this RFP. Institutions submitting a response will be evaluated based on the capacity and experience demonstrated in their submitted technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Families and Children (OFC) and their designees. Institutions should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, and lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign

disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the institution will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The review team may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, proposals submitted must pass Phase I. Review as required in the Technical Proposal Score Sheet. **Any “no” for the listed Phase I. criteria will eliminate a proposal from further consideration. Please refer to Attachment C, Technical Proposal Score Sheet for a complete listing of initial disqualifiers.**

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

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the score sheet for Phase II scoring (see Attachment C of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

IMPORTANT: Before submitting a proposal to ODJFS, vendors are strongly encouraged to use the Technical Proposal Score Sheet (Attachment C) to review their proposals for completeness, compliance and quality.

C. Phase III. Review—Criteria for Considering the Cost Proposal

The cost proposal will be reviewed by ODJFS. The grand total of each technically qualified institution’s cost proposal is divided by that institution’s final technical proposal score. This compares the cost with the quality of the technical proposal which will provide an average cost-per-quality point earned on the technical proposal.

ODJFS may, at its sole discretion, negotiate with all technically qualifying institutions for a revised cost proposal. Institutions may then submit one last and best offer, or may request that ODJFS view its original cost proposal as its last and best offer, or may formally withdraw from further consideration, and shall indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those institutions’ revised cost proposals which are within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C, for vendor selection purposes.

6.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in institutions’ technical and/or cost proposals or related forms when those errors do not unreasonably obscure the meaning of the content.

ODJFS reserves the right to request clarifications from institutions to any information in their technical and/or cost proposals or related forms, and may request such clarification as it deems necessary at any

point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and institution's verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing institutions prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring of Proposals, above. Such scored results may be either added to those institutions' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all institutions participating in the interview process for that RFP.

Institutions may request changes to the model contract but any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model agreement may have no effect on an institution's proposal score, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may, at the sole discretion of ODJFS, result in the disqualification of the vendor and its proposal. See also Section 8.6, Contractual Requirements of the RFP for more details on this situation.

ODJFS reserves the right to negotiate with institutions for adjustments to their proposals should ODJFS determine, for any reason, to adjust the scope of the project for which this RFP is released. Such communications are not violations of any communications prohibition, and are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Any institution deemed not responsible, or any submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the contract.

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS (or the Director's designee) the technically qualified institution offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

6.4 Tie Breaker

In the event that two or more of the proposals have a score which is tied after final calculation of both the technical proposal and the cost proposal scores, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any institution objecting to the award of a contract resulting from the issuance of this RFP may file a protest of the award of the contract, or any other matter relating to the process of soliciting the proposals. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. 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 RFP 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 the ODJFS Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the **seventh (7th)** business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors 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 contract 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 vendor that would have been awarded the contract shall be notified of the receipt of the protest.
- F. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor 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 contract as a result of this or any solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a

material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive bidder, if ODJFS and the recommended vendor are unable to come to a mutually acceptable contractual agreement.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, ODJFS notifies vendors seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement (RFP, RLB, etc.) process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as Attachment A) to report this information and include the completed document in the vendor's proposal as specified in Section 5.2, A of this RFP.

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from ODJFS and/or other state or county agency staff or other representatives it may appoint, as appropriate. ODJFS reserves the right to select from responding vendors for interviews and may not interview all vendors submitting proposals. The vendor shall bear all costs of any scheduled interview.

8.3 Start Work Date

The selected vendor 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 and Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the vendor, and ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with interviews will be borne by the vendor and will not be ODJFS' responsibility (see Section 8.2, above).

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in Ohio Revised Code (ORC) 1333.61 in their proposals in response to any ODJFS RFP, Requests for Letterhead Bids (RLB) or other such procurement efforts. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODJFS may, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RFP and, after the selection of a vendor for award, any proposals received in response to an

RFP/RLB and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term “proposal” shall mean both the technical proposal (or application or other response documentation) and the cost proposal submitted by the selected vendor/applicant, if opened, and any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to any ODJFS procurement efforts which make claims of trade secret information may be disqualified from consideration immediately upon the discovery of such unallowable claim.

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment B of this RFP;
- B. Many of the terms and conditions contained in the model contract (See Attachment B) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor’s proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(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 contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor and any subcontractor(s) shall certify compliance with any court order for the withholding of child support issued pursuant to Section 3119, 3121, 3123, and 3125 of the ORC. The contractor and subcontractor(s) must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring the contractor and its employees meet child support obligations established under state law;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and,
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2, B, Cost Proposal, of this RFP. If any ODJFS contracts permit reinforcement of contractor travel expenses, those expenses are expressly limited by current Office of Budget Management (OBM) policies and procedures for state travel reimbursement.

8.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71.

The proposal must clearly indicate the name of the proposed Ohio MBE vendor and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
- F. A copy of the Ohio MBE certificate.

There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) Web Site at: <http://das.ohio.gov/Eod/MBESearch/index.asp> .

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP, **unless** Section VI, Criteria for Proposal Evaluation and Selection of this RFP (and/or the Technical Proposal Score Sheet for this RFP) affirmatively establish an MBE participation criterion.

8.9 Subcontractor Identification and Participation Information

Any vendors proposing to use a subcontractor for any part of the work described in this RFP must clearly identify the subcontractor(s) and their tasks in their proposals. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- A. The subcontractor's legal status, federal tax ID number, and principle business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- C. A complete description of the work the subcontractor will do;
- D. A commitment to do the work, if the vendor is selected;
- E. A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

There may be no dollar amounts of any kind included with sub-contractor information; inclusion of dollar amounts will result in the disqualification of the primary vendor's entire proposal.

8.10 Public Release of Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under this 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.

8.11 Confidentiality

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

8.12 Key Personnel

ODJFS will require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

8.13 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract 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 contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor 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 CFR 164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

8.15 Waiver of Minor Proposal Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in vendors' technical and/or cost proposals or forms when those errors do not unreasonably obscure the meaning of the content.

8.16 Proposal Clarifications

ODJFS reserves the right to request clarifications from vendors of any information in their technical and/or cost proposals or forms, and may request such clarification as it deems necessary at any point in the proposal review process.

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B to this RFP. Potential vendors are strongly encouraged to read

the model contract and to be fully aware of ODJFS' contractual requirements. Additionally, the selected contractor will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (ORC 9.24)

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under ORC 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

8.19 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be provided for the project which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. If any such claims are disclosed, vendor shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims in response to this section will not automatically disqualify a vendor from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the vendor's proposal. ODJFS will make this decision based on its determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the vendor's performance of the work, and the best interests of ODJFS.

8.20 Mandatory Disclosures of Governmental Investigations

Each proposal must indicate whether the vendor and any of the proposed subcontractor(s) have been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to vendor's performance of services similar to those described in this RFP. If any such instances are disclosed, vendor must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against vendor by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify a vendor from consideration, such governmental action and a review of the background details may result in a rejection of the vendor's proposal at the sole discretion of ODJFS. The decision by ODJFS on this issue will be based on a determination of the seriousness of the matter, the matter's potential impact on the vendor's performance of the work, and the best interests of ODJFS.

8.21 Mandatory Disclosures of Work Location

Proposals must explicitly state the location(s) (city, county, state) where work described in this RFP would be performed, whether by the vendor or by any subcontractors.

8.22 Vendor Selection Restriction

Any vendor deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

8.23 Ohio Presence Consideration

Not Applicable for this RFP – Open only to state-supported colleges and universities.

8.24 Prohibition Against Services Performed Outside the United States

All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the “Location of Business Form” included in the “Required Vendor Information & Certifications Documents,” provided as Attachment A, Section II, to this RFP. The entire form must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal. **Failure to properly complete Attachment A will result in the disqualification of the vendor’s proposal from consideration.**

8.25 Proposal Submissions as Public Record

Vendors will be required to attest in Attachment A, Section I, Item #15 that no information included in their proposal submission is confidential and/or a trade secret (as defined in Sections 3.3, 5.2, C, and 8.5 of the RFP, or where found in an RLB document) and may be posted in its entirety on the Internet for public viewing, or otherwise publicly released. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited information. The vendor affirms that it shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in any public records requests.

8.26 Combating Trafficking In Persons

Any contractor doing business with the State must be in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which “the United States Government has adopted a zero tolerance policy regarding trafficking in persons.” The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50, will be incorporated into the resulting ODM contract by reference. Additional information on identifying Human Trafficking may be found at:

<http://powerhost.powerstream.net/008/00153/HumanTrafficking.wmv>.

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, A*)
- B. ODJFS Model Contract (*For vendor reference purposes*)
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B*)

SECTION X. APPENDICES AND THEIR USES

- A. Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment Manual (*For vendor reference purposes*)

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 Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal 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 proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

Instructions: Provide the following information regarding the vendor submitting the proposal or bid. Vendors 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 proposals. 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 vendor. Vendors are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

IMPORTANT: If the RFP\RLB specified a maximum page limit for vendor proposals\ bids, 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.

Vendors must provide all information

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

8. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal/bid. (If ODJFS has specified the RFP\RLB\purchase 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 Vendor Certifications:

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase 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 proposal/bid.

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 of 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 Vendor and any Subcontractor(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 subcontractors:

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2011) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

As a vendor or grantee doing business with* or 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

*"Doing business with" includes all contracts for goods and services, excluding purchases made using the State of Ohio's Payment Card Program that cost less than \$1,000.

12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, 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 vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

13. I _____, (vendor representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of _____ (vendor'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 proposal in response to the ODJFS RFP/RLB/other purchase opportunity 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.**

15. I _____, (vendor representative in Item # 7) hereby attest that I understand that any and all information included in this proposal is not confidential and/or trade secret information (as defined in Sections 3.3, 5.2, D., 8.5, and 8.25 of the RFP or where found in an RLB document) and that the proposal submission may be posted in its entirety on the Internet for public viewing. Following submission to ODJFS, all proposals submitted may become part of the public record. ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information. **The vendor affirms that they shall be solely responsible for any and all information disclosed in the proposal submission and any or all information released by ODJFS in a public records request(s).**

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

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

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

2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(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 Contractor:

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

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

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(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 project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor 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
CONTRACT FOR SERVICES**

C-1415-00-0000

RECITALS:

This Contract is entered into between the Ohio Department of Job and Family Services (ODJFS) and **Vendor Name** (CONTRACTOR).

- A. ODJFS issued a Request for Proposal (RFP) titled _____, numbered _____, and dated _____, which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Proposal submitted by CONTRACTOR on [DATE] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve this dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; DELIVERABLES

- A. **INSERT LEGAL AUTHORITY IF AVAILABLE. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal.** The responsibilities (Deliverables) are summarized as follows:

INSERT DELIVERABLES

- B. The ODJFS Contract Manager is **ODJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten business days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify ODJFS pursuant to the notice provision of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure. **IF THIS SECTION IS MODIFIED ALSO MODIFY ART. VI(A)**

2. All Deliverables provided or produced pursuant to this Contract will be considered "works made for hire" within the meaning of copyright laws of the United States and the State of Ohio. ODJFS is and will be deemed sole author of the Deliverables and sole owner of all rights therein. If any portion of the Deliverables is deemed not a "work made for hire," or if there are any rights in the Deliverables not conveyed to ODJFS, CONTRACTOR agrees to, and by executing this Contract does, assign ODJFS all worldwide rights, title, and interest in and to the Deliverables. ODJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect CONTRACTOR's right to use general concepts, algorithms, programming techniques, methodologies, or technology that CONTRACTOR developed prior to or as a result of this Contract or that are generally known and available.
3. CONTRACTOR understands that it must submit a written request to ODJFS and receive express written permission from ODJFS to include any of its own pre-existing, proprietary materials in any of the Deliverables under this Contract. ODJFS's approval of the inclusion of pre-existing, proprietary materials is predicated on CONTRACTOR granting to ODJFS and the State of Ohio a worldwide, non-exclusive, perpetual, royalty-free license to use, modify, sell, and otherwise distribute all such materials that are included in the Deliverables under this Contract. Upon request by CONTRACTOR, ODJFS will incorporate into any future copies of the Deliverables under this Contract any proprietary notice(s) CONTRACTOR may reasonably require for any pre-existing, proprietary materials included in the Deliverables of this Contract. Any proprietary notices will be the minimum required by law so as not to be seen as an endorsement by ODJFS of or advertisement for CONTRACTOR.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (or _____, whichever is later, through _____, unless this Contract is suspended or terminated prior to the expiration date. **This Contract may be renewed through June 30, 2017, 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 CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, 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 Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT Dollars (\$TOTAL)**. ODJFS will pay an amount up to **SFY1 AMT Dollars (\$SFY 1)** for State Fiscal Year **SFY1** and up to **SFY2 AMT Dollars (\$SFY2)** for State Fiscal Year **SFY2** expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.

It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR 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 Contract Manager for approval prior to submitting a claim for reimbursement.

- B. Compensation will be paid pursuant to CONTRACTOR's **accepted budget [or cost proposal] as incorporated below [or as attached].**

- C. CONTRACTOR will submit detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract 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 Contract, deliverables 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 Contract; and
 5. Description of Deliverables performed during the billing period.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract 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 Contract.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than 90 calendar days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. CONTRACTOR 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 Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving 90 calendar days written notice to the other party. Upon 30 calendar days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is

in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR three times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three notices do not have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 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 Deliverables;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract; and
 5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, 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 CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract 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 CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

CONTRACTOR agrees that all records, documents, writings, and other information, created or used pursuant to this Contract will be treated according to the following terms, and that the terms will be included in any subcontracts executed for the performance of the Deliverables under this Contract:

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract 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. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract 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 will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables of this Contract. CONTRACTOR 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. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. 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 Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are 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 three years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of

Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract 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 Contract will be retained by CONTRACTOR in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Contract is **INSERT RECORDS SCHEDULE**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. CONTRACTOR 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 CONTRACTOR to keep the records longer than the approved records retention schedule. CONTRACTOR will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If CONTRACTOR fails to retain the pertinent records after receiving a litigation hold from ODJFS, CONTRACTOR agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (42 USC 1320d to 1320d-8) and the implementing regulations found at Title 45, Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (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"). CONTRACTOR further agrees to include the terms of this section in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.
- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least ten business days prior to the desired effective date. CONTRACTOR 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 Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
 - 1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three years preceding this Contract neither CONTRACTOR 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.** CONTRACTOR 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 Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals 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 CONTRACTOR is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, 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. CONTRACTOR 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 Contract, CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. CONTRACTOR certifies, by executing this Contract, 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 (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. CONTRACTOR 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. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. CONTRACTOR agrees that CONTRACTOR, 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 CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract 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. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR 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 Deliverables call for services to minors, CONTRACTOR 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.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR'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.** CONTRACTOR 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, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
 - a. CONTRACTOR certifies that by executing this Contract, 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 Contract, and shall perform no services required under this Contract 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 Contract, CONTRACTOR must disclose:
 - (1) The location(s) where all services will be performed by CONTRACTOR or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for the contractor and all subcontractors.
 - c. CONTRACTOR also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by CONTRACTOR or its subcontractors under this Contract, 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 Contract that CONTRACTOR 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 Contract, and CONTRACTOR shall immediately return to ODJFS all funds paid for those services.

In addition, if CONTRACTOR or any of its subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Contract for such breach, upon written notice to CONTRACTOR. If ODJFS terminates the Contract, ODJFS may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR 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 Contract. CONTRACTOR 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, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract 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 Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR 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 Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. 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. CONTRACTOR 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 C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR 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 CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR 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 CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, 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 CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

This Contract will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Contract be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Contract 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 Contract impossible.

Signature Page Follows:

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ATTACHMENT C
RFP JFSR1415068086
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Institution: _____

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y ES	NO
1	Was the proposal submitted by a state-assisted college/university AND received by the deadline as specified in the RFP?	3.1		
2	Did the institution submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a cost proposal?	5.1 5.2, B.		
3	Does the institution’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the institution’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the institution free from being prohibited from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the institution identified and assigned a Lead Researcher that possesses a Doctorate Degree in Social Work, Social/Behavioral Science, Social Research, Public Administration or a related discipline <u>and</u> a minimum of five (5) years’ experience in the social services field (social work practice in the field of child protective services preferred)?	3.1, B		
6	Has the institution demonstrated the Project Manager (and if applicable other) key staff holds a bachelor’s degree in social work, social/behavioral science, social research, public administration or a related discipline <u>and</u> a minimum of five (5) years’ experience in the social services field?	3.1, C		
7	If applicable, has the institution demonstrated that their subcontractor has met all the required qualifications as stated in Section 3.1 of the RFP? [If the institution will not be working with a subcontractor, the response to this requirement will default to “Yes”.]	3.1, B, C, & D		
8	Did the review team (in its initial/cursory review of the institution’s proposal) determine that the proposal was free of trade secret, proprietary, and personal confidential information as specified and restricted in the RFP?	5.2, C, 8.5 & 8.25		
9	Did the institution remove all personal confidential information (such as home addresses and social security numbers) of institution staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the proposal package? [As stated in the RFP, “ODJFS reserves the right to disqualify any institution whose proposal is found to contain such prohibited personal information.”]	3.1/3.3 5.2, C, 8.25		
	If response to the above criterion is “no”, has ODJFS exercised its right to allow prohibited personal information in institutions’ proposals for this RFP project? a) If “yes” to this question, the institution’s proposal shall advance to Phase II scoring contingent upon institution’s proposal receiving a “yes” response to all other Phase I criteria. b) If “no” to this question, the institution’s proposal shall be disqualified and not receive further consideration.			
10.	Has the institution proposed any changes to the ODJFS model contract/ grant agreement attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on an institution’s / applicant’s proposal score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract may result in the disqualification of the institution and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP for more details on this situation.	Yes; changes proposed?	No changes proposed ?	
11.	If changes were proposed by this institution, are those changes such that ODJFS disqualifies the institution?	Disqualified	NOT Disqualified	

PHASE II: Criteria for Scoring of Technical Proposal

Vendor: _____

Qualifying technical proposals will be collectively scored by a Proposal Review Team (PRT) selected by ODJFS, Office of Families and Children (OFC). For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value, as follows and as defined below:

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

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

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

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

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

A technical proposal’s total PHASE II score will be the sum of all point values, extended by weights, for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **352 points** (a score which represents that the selected institution has the capability to successfully perform the project/program services) out of a maximum of **458 points** will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those institutions whose technical proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
INSTITUTION QUALIFICATIONS							
MANDATORY VENDOR QUALIFICATIONS - STAFF EXPERIENCE & CAPABILITIES - In the following section, the institution must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position.							
1	Has the institution identified and assigned a Lead Researcher that possesses a Doctorate Degree in Social Work, Social/Behavioral Science, Social Research, Public Administration or a related discipline and a minimum of five (5) years' experience in the social services field (social work practice in the field of child protective services preferred)?	3.1, B and 3.3, A	3.0				
2	Has the institution demonstrated key staff (at minimum a Project Manager) hold bachelor's degrees in social work, social/behavioral science, social research, public administration or a related discipline AND a minimum of five (5) years' experience in the social services field?	3.1, C and 3.3, B	2.0				
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
3	The institution has provided samples of at least two similar sized projects completed in the past five (5) years that demonstrate expertise in child welfare research and outcomes studies comparable to expertise that would be needed for this work.	3.2, A	1.5				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
4	The institution has provided names and contact information for at least three entities for which the institution has performed similar large scale projects in the past seven (7) years.	3.2, B	1.5				
ADMINISTRATIVE STRUCTURES							
5	The institution has described how its proposed technical approach and work plan will achieve the objectives of the proposed project.	4.3, A	3.0				
6	The institution has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.3, B	2.0				
7	The institution has provided a current organizational chart specifying the project's key management & administrative personnel, including a chart of the number of hours to be devoted to the project by staff, and the percentage of time each key management person will devote to the project.	4.3, C	2.0				
8	The proposed work plan includes a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved.	4.3, D	2.0				
9	The institution has provided a technical approach and work plan to be finalized and which, if implemented would fully address the scope of the work and all deliverables in Sections 4.1 and 4.4 of this RFP.	4.3, E	3.0				
PROPOSED WORK PLAN							
10	The proposed work plan includes a timeline for each deliverable, including a three week stoppage beginning July 1, 2015 to accommodate state requirements for processing contracts and purchase orders at the beginning of each state fiscal year.	4.4, A, 1	2.0				
11	The proposed work plan includes a chart showing the number of hours and percentage of time each key staff member will devote to the project by deliverable and by State Fiscal Year (SFY).	4.4, A, 3	2.0				
12	The proposed work plan shows how quality control & technical edits will be accomplished on deliverables, for at minimum consistency, completeness in meeting requirements, & grammar/spelling & format checks.	4.4, A, 4	3.0				
PROPOSED EVALUATION PLAN							
13	The institution's proposed evaluation plan identifies a sampling methodology, if a sample is to be used, which assures that the sample size is large enough to accurately reflect the total population and effects of the tool on outcomes.	4.4, B, 1	3.0				
14	The institution's proposed plan identifies and addresses threats to validity and reliability; control or comparison groups, or other counterfactuals, must be identified and described.	4.4, B, 2	3.0				
15	The institution's proposed plan describes the system for recruiting, hiring, training, & supervising interviewers or other data collectors to ensure the highest quality and accuracy of data collected. The plan indicates that the vendor will be responsible for caseworker interviews, case record reviews, surveys, follow-up of unclear or incomplete data, and other arrangements as needed for the collection and input of data.	4.4, B, 3	3.0				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
16	The institution's proposed plan describes how data will be collected (or, how data collection instruments are to be used) and prepared for analysis of worker satisfaction, including questions to determine satisfaction regarding the tool usage compared to any previously used similar tools	4.4, B, 4 and B, 5	3.0				
17	The proposed plan describes how data confidentiality will be ensured throughout the work including at minimum, data storage and maintenance.	4.4, B, 6	3.0				
18	The institution's proposed evaluation plan identifies how the data will be analyzed.	4.4, B, 7	3.0				
PROPOSAL ORGANIZATION							
19	The institution has submitted a proposal which complies with the specified submission format.	5.1	0.5				
20	The institution has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	0.5				
TRADE SECRET INFORMATION							
21	The review team in its comprehensive review of the institution's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the institution's proposal and will not advance to the consideration of the institution's Cost Proposal.]	5.2, C, 8.5 and 8.25			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the institution's proposal proceed to the Phase III evaluation of its Cost Proposal? (Institution's Grand Total Technical Score must be at least 352 points.) Yes ___ No ___ (If "No," Institution's Cost Proposal will not be opened.)

**JFSR1415068086 - ATTACHMENT D:
 Cost Proposal Form and Instructions
 (Page 1 of 2)**

Potential colleges and/or universities are to complete the Cost Proposal Form, provided as Attachment D to this RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The Cost Proposal Form requires interested institutions to provide a group of individual prices for those services defined in Section 4.4, Specifications of Deliverables. Institutions are to use their professional expertise of the effort required to perform those services and to offer to ODJFS their flat, all-inclusive fees for performing each. The prices offered in the selected institution's cost proposal will be the prices in effect throughout the contract period, including any renewal contracts.

The colleges and/or universities are to use this Attachment D, Cost Proposal Form, to submit their cost proposal for SFYs 15, 16 and 17. At the institution's discretion, additional documentation may also be included with the completed Attachment D as explanatory information, but when making the institution selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form. In calculating their total proposed costs, institutions must consider costs resulting from each deliverable listed in Section 4.4 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by ODJFS in this RFP or not).

DELIVERABLES (Sec. 4.4, 1. through 5. of the RFP)	SFY 2015 (Partial) (est. 5/1/15 – 6/30/15)	SFY 2016 (7/1/15 – 6/30/16)	SFY 2017 (7/1/16 – 6/30/17)	Total Deliverable Cost for All SFYs
A. Final Work Plan	\$			\$
B. Final Evaluation Plan		\$		\$
C. Conduct the Evaluation		\$		\$
D. Training		\$		\$
E. Reports		\$		\$
F. Close-out		\$		\$
SFY 15 Grand Total	\$			
SFY 16 Grand Total		\$		
SFY 17 Grand Total			\$	
Project Grand Total				\$

I hereby affirm that the above costs as quoted above are firm and all-inclusive. Signed: _____ (To be signed by the institution's representative authorized to address contractual issues, including the authority to execute a contract on behalf of the institution, and to whom legal notices regarding contract termination or breach, should be sent.)

Print/type the above institution's representative name and title: _____

Institution Name: _____

Part II—Cost Narrative
(Page 2 of 2)

Institutions have the **option** of attaching a succinct cost narrative to explain and justify costs, and to submit it as part of the Cost Proposal. A narrative may be advisable to explain any costs which the institution has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.

1/31/2008

**CHILD AND ADOLESCENT NEEDS AND STRENGTHS
(CANS)**

COMPREHENSIVE MULTISYSTEM ASSESSMENT

Manual

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CHILD AND ADOLESCENT NEEDS AND STRENGTHS

A large number of individuals have collaborated in the development of the CANS-Comprehensive. Along with the CANS versions for developmental disabilities, juvenile justice, and child welfare, this information integration tool is designed to support individual case planning and the planning and evaluation of service systems. The CANS-Comprehensive is an open domain tool for use in service delivery systems that address the mental health of children, adolescents and their families. The copyright is held by the Praed Foundation to ensure that it remains free to use. For specific permission to use please contact the Foundation. For more information on the CANS-Comprehensive assessment tool contact:

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CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Coding Definitions

For **Need items**, the following categories and symbols are used:

- 0** indicates a dimension where there is no evidence of any needs. This may be a strength.
- 1** indicates a dimension that requires monitoring, watchful waiting, or preventive activities.
- 2** indicates a dimension that requires action to ensure that this identified need or risk behavior is addressed.
- 3** indicates a dimension that requires immediate or intensive action.

LIFE DOMAIN FUNCTIONING

<i>Check</i>	FAMILY <i>Please rate the highest level from the past 30 days</i>
0	Child is doing well in relationships with family members.
1	Child is doing adequately in relationships with family members although some problems may exist. For example, some family members may have some problems in their relationships with child.
2	Child is having moderate problems with parents, siblings and/or other family members. Frequent arguing, difficulties in maintaining any positive relationship may be observed.
3	Child is having severe problems with parents, siblings, and/or other family members. This would include problems of domestic violence, constant arguing, etc.

<i>Check</i>	LIVING SITUATION <i>Please rate the highest level from the past 30 days</i>
0	No evidence of problem with functioning in current living environment.
1	Mild problems with functioning in current living situation. Caregivers concerned about child's behavior in living situation.
2	Moderate to severe problems with functioning in current living situation. Child has difficulties maintaining his/her behavior in this setting creating significant problems for others in the residence.
3	Profound problems with functioning in current living situation. Child is at immediate risk of being removed from living situation due to his/her behaviors.

<i>Check</i>	SOCIAL FUNCTIONING <i>Please rate the highest level from the past 30 days</i>
0	Child is on a healthy social development pathway.
1	Child is having some minor problems with his/her social development.
2	Child is having some moderate problems with his/her social development.
3	Child is experiencing severe disruptions in his/her social development.

<i>Check</i>	RECREATIONAL <i>Please rate the highest level from the past 30 days</i>
0	No evidence of any problems with recreational functioning. Child has access sufficient activities that he/she enjoys.
1	Child is doing adequately with recreational activities although some problems may exist.
2	Child is having moderate problems with recreational activities. Child may experience some problems with effective use of leisure time.
3	Child has no access to or interest in recreational activities. Child has significant difficulties making use of leisure time.

<i>Check</i>	DEVELOPMENTAL <i>Please rate the highest level from the past 30 days</i>
0	Child has no developmental problems.
1	Child has some problems with immaturity or there are concerns about possible developmental delay. Child may have low IQ.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

2	Child has developmental delays or mild mental retardation.
3	Child has severe and pervasive developmental delays or profound mental retardation.

Check	JOB FUNCTIONING <i>Please rate the highest level from the past 30 days</i>
0	No evidence of any problems in work environment.
1	Youth has some mild problems work (e.g. tardiness, conflict).
2	Youth has problems at work
3	Youth has severe problems at work in terms of attendance, performance or relationships. Youth may have recently lost job.
NA	Not applicable. Youth is not currently working nor recently employed

Check	LEGAL <i>Please rate the highest level from the past 30 days</i>
0	Child has no known legal difficulties.
1	Child has a history of legal problems but currently is not involved with the legal system.
2	Child has some legal problems and is currently involved in the legal system.
3	Child has serious current or pending legal difficulties that place him/her at risk for a court ordered out of home placement.

Check	MEDICAL <i>Please rate the highest level from the past 30 days</i>
0	Child is healthy.
1	Child has some medical problems that require medical treatment.
2	Child has chronic illness that requires ongoing medical intervention.
3	Child has life threatening illness or medical condition.

Check	PHYSICAL <i>Please rate the highest level from the past 30 days</i>
0	Child has no physical limitations.
1	Child has some physical condition that places mild limitations on activities. Conditions such as impaired hearing or vision would be rated here. Rate here, treatable medical conditions that result in physical limitations (e.g. asthma).
2	Child has physical condition that notably impacts activities. Sensory disorders such as blindness, deafness, or significant motor difficulties would be rated here.
3	Child has severe physical limitations due to multiple physical conditions.

Check	SEXUALITY <i>Please rate the highest level from the past 30 days</i>
0	Child has healthy sexual development.
1	Child has some issues with sexual development but these do not interfere with his/her functioning in other life domains.
2	Child has problems with sexual development that interfere with his/her functioning in other life domains.
3	Child has severe problems with sexual development.

Check	SLEEP <i>Please rate the highest level from the past 30 days</i>
0	Youth gets a full night's sleep each night.
1	Youth has some problems sleeping. Generally, youth gets a full night's sleep but at least once a week problems arise. This may include occasionally awakening or bed wetting or having nightmares.
2	Youth is having problems with sleep. Sleep is often disrupted and youth seldom obtains a full night of sleep
3	Youth is generally sleep deprived. Sleeping is difficult for the youth and s/he is not able to get a full night's sleep.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	SCHOOL BEHAVIOR <i>Please rate the highest level from the past 30 days</i>
0	Child is behaving well in school.
1	Child is behaving adequately in school although some behavior problems exist.
2	Child is having moderate behavioral problems at school. He/she is disruptive and may have received sanctions including suspensions.
3	Child is having severe problems with behavior in school. He/she is frequently or severely disruptive. School placement may be in jeopardy due to behavior.

Check	SCHOOL ACHIEVEMENT <i>Please rate the highest level from the past 30 days</i>
0	Child is doing well in school.
1	Child is doing adequately in school although some problems with achievement exist.
2	Child is having moderate problems with school achievement. He/she may be failing some subjects.
3	Child is having severe achievement problems. He/she may be failing most subjects or more than one year behind same age peers in school achievement.

Check	SCHOOL ATTENDANCE <i>Please rate the highest level from the past 30 days</i>
0	Child attends school regularly.
1	Child has some problems attending school but generally goes to school. May miss up to one day per week on average OR may have had moderate to severe problem in the past six months but has been attending school regularly in the past month.
2	Child is having problems with school attendance. He/she is missing at least two days each week on average.
3	Child is generally truant or refusing to go to school.

CHILD STRENGTHS

For **Strengths items** the following action levels are used:

- 0** indicates a domain where strengths exist that can be used as a centerpiece for a strength-based plan
- 1** indicates a domain where strengths exist but require some strength building efforts in order for them to serve as a focus of a strength-based plan.
- 2** indicates a domain where strengths have been identified but that they require significant strength building efforts before they can be effectively utilized in as a focus of a strength-based plan.
- 3** indicates a domain in which efforts are needed in order to identify potential strengths for strength building efforts.

Check	FAMILY <i>Please rate the highest level from the past 30 days</i>
0	Family has strong relationships and excellent communication.
1	Family has some good relationships and good communication.
2	Family needs some assistance in developing relationships and/or communications.
3	Family needs significant assistance in developing relationships and communications or child has no identified family.

Check	INTERPERSONAL <i>Please rate the highest level from the past 30 days</i>
0	Child has well-developed interpersonal skills and friends.
1	Child has good interpersonal skills and has shown the ability to develop healthy friendships.
2	Child needs assistance in developing good interpersonal skills and/or healthy friendships.
3	Child needs significant help in developing interpersonal skills and healthy friendships.

Check	OPTIMISM <i>Please rate the highest level from the past 30 days</i>
0	Child has a strong and stable optimistic outlook on his/her life.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

1	Child is generally optimistic.
2	Child has difficulties maintaining a positive view of him/herself and his/her life. Child may vary from overly optimistic to overly pessimistic.
3	Child has difficulties seeing <i>any</i> positives about him/herself or his/her life.

Check	EDUCATIONAL <i>Please rate the highest level from the past 30 days</i>
0	School works closely with child and family to identify and successfully address child's educational needs OR child excels in school.
1	School works with child and family to identify and address child's educational needs OR child likes school.
2	School currently unable to adequately address child's needs.
3	School unable and/or unwilling to work to identify and address child's needs.

Check	VOCATIONAL <i>Please rate the highest level from the past 30 days</i>
0	Child has vocational skills and work experience.
1	Child has some vocational skills or work experience.
2	Child has some prevocational skills.
3	Child needs significant assistance developing vocational skills.

Check	TALENTS/INTEREST <i>Please rate the highest level from the past 30 days</i>
0	Child has a talent that provides him/her with pleasure and/or self esteem.
1	Child has a talent, interest, or hobby with the potential to provide him/her with pleasure and self esteem.
2	Child has identified interests but needs assistance converting those interests into a talent or hobby.
3	Child has no identified talents, interests or hobbies.

Check	SPIRITUAL/RELIGIOUS <i>Please rate the highest level from the past 30 days</i>
0	Child receives comfort and support from religious and/or spiritual beliefs and practices.
1	Child is involved in a religious community whose members provide support.
2	Child has expressed some interest in religious or spiritual belief and practices.
3	Child has no identified religious or spiritual beliefs nor interest in these pursuits.

Check	COMMUNITY LIFE <i>Please rate the highest level from the past 30 days</i>
0	Child is well-integrated into his/her community. He/she is a member of community organizations and has positive ties to the community.
1	Child is somewhat involved with his/her community.
2	Child has an identified community but has only limited ties to that community.
3	Child has no identified community to which he/she is a member.

Check	RELATIONSHIP PERMANENCE <i>This rating refers to the stability of significant relationships in the child or youth's life. This likely includes family members but may also include other individuals.</i>
0	This level indicates a child who has very stable relationships. Family members, friends, and community have been stable for most of his/her life and are likely to remain so in the foreseeable future. Child is involved with both parents.
1	This level indicates a child who has had stable relationships but there is some concern about instability in the near future (one year) due to transitions, illness, or age. A stable relationship with only one parent may be rated here.
2	This level indicates a child who has had at least one stable relationship over his/her lifetime but has experienced other instability through factors such as divorce, moving, removal from home, and death.
3	This level indicates a child who does not have any stability in relationships. Independent living or adoption must be considered.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	RESILIENCY <i>This rating should be based on the individual's ability to identify and use internal strengths in managing their lives</i>
0	This level indicates a individual who is able to both identify and use internal strengths to better themselves and successfully manage difficult challenges.
1	This level indicates a individual who able to identify most of his/her internal strengths and is able to partially utilize them.
2	This level indicates a individual who is able to identify internal strengths but is not able to utilize them effectively.
3	This level indicates a individual who is not yet able to identify internal personal strengths.

Check	RESOURCEFULNESS <i>This rating should be based on the individual's ability to identify and use external/environmental strengths in managing their lives</i>
0	Child is quite skilled at finding the necessary resources required to aid him/her in his/her managing challenges.
1	Child is some skills at finding necessary resources required to aid him/her in a healthy lifestyle but sometimes requires assistance at identifying or accessing these resources.
2	Child has limited skills at finding necessary resources required to aid in achieving a healthy lifestyle and requires temporary assistance both with identifying and accessing these resources.
3	Child has no skills at finding the necessary resources to aid in achieving a healthy lifestyle and requires ongoing assistance with both identifying and accessing these resources.

ACCULTURATION

Check	LANGUAGE <i>This item includes both spoken and sign language.</i>
0	Child and family speak English well.
1	Child and family speak some English but potential communication problems exist due to limits on vocabulary or understanding of the nuances of the language.
2	Child and/or significant family members do not speak English. Translator or native language speaker is needed for successful intervention but qualified individual can be identified within natural supports.
3	Child and/or significant family members do not speak English. Translator or native language speaker is needed for successful intervention and no such individual is available from among natural supports.

Check	IDENTITY <i>Cultural identity refers to the child's view of his/herself as belonging to a specific cultural group. This cultural group may be defined by a number of factors including race, religion, ethnicity, geography or lifestyle.</i>
0	Child has clear and consistent cultural identity and is connected to others who share his/her cultural identity.
1	Child is experiencing some confusion or concern regarding cultural identity.
2	Child has significant struggles with his/her own cultural identity. Child may have cultural identity but is not connected with others who share this culture.
3	Child has no cultural identity or is experiencing significant problems due to conflict regarding his/her cultural identity.

Check	RITUAL <i>Cultural rituals are activities and traditions that are culturally including the celebration of culturally specific holidays such as kwanza, cinco de mayo, etc. Rituals also may include daily activities that are culturally specific (e.g. praying toward Mecca at specific times, eating a specific diet, access to media).</i>
0	Child and family are consistently able to practice rituals consistent with their cultural identity.
1	Child and family are generally able to practice rituals consistent with their cultural identity; however, they sometimes experience some obstacles to the performance of these rituals.
2	Child and family experience significant barriers and are sometimes prevented from practicing rituals consistent with their cultural identity.
3	Child and family are unable to practice rituals consistent with their cultural identity.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	CULTURAL STRESS. <i>Cultural stress refers to experiences and feelings of discomfort and/or distress arising from friction (real or perceived) between an individual's own cultural identity and the predominant culture in which he/she lives. This need reflects things such as racism, discrimination, or harassment because of sexual orientation or appearance or background.</i>
0	No evidence of stress between individual's cultural identity and current living situation.
1	Some mild or occasional stress resulting from friction between the individual's cultural identity and his/her current living situation.
2	Individual is experiencing cultural stress that is causing problems of functioning in at least one life domain.
3	Individual is experiencing a high level of cultural stress that is making functioning in any life domain difficult under the present circumstances.

CAREGIVER NEEDS & STRENGTHS

Check	SUPERVISION <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has good monitoring and discipline skills.
1	Caregiver provides generally adequate supervision. May need occasional help or technical assistance.
2	Caregiver reports difficulties monitoring and/or disciplining child. Caregiver needs assistance to improve supervision skills.
3	Caregiver is unable to monitor or discipline the child. Caregiver requires immediate and continuing assistance. Child is at risk of harm due to absence of supervision.

Check	INVOLVEMENT <i>Please rate the highest level from the past 30 days</i>
0	Caregiver is able to act as an effective advocate for child.
1	Caregiver has history of seeking help for their children. Caregiver is open to receiving support, education, and information.
2	Caregiver does not wish to participate in services and/or interventions intended to assist their child.
3	Caregiver wishes for child to be removed from their care.

Check	KNOWLEDGE <i>Please rate the highest level from the past 30 days</i>
0	Caregiver is knowledgeable about the child's needs and strengths.
1	Caregiver is generally knowledgeable about the child but may require additional information to improve their capacity of parent.
2	Caregiver has clear need for information to improve how knowledgeable they are about the child. Current lack of information is interfering with their ability to parent.
3	Caregiver has knowledge problems that place the child at risk of significant negative outcomes.

Check	ORGANIZATION <i>Please rate the highest level from the past 30 days</i>
0	Caregiver is well organized and efficient.
1	Caregiver has minimal difficulties with organizing and maintaining household to support needed services. For example, may be forgetful about appointments or occasionally fails to return case manager calls.
2	Caregiver has moderate difficulty organizing and maintaining household to support needed services.
3	Caregiver is unable to organize household to support needed services.

Check	SOCIAL RESOURCES <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has significant family and friend social network that actively helps with raising the child (e.g., child rearing).
1	Caregiver has some family or friend social network that actively help with raising the child (e.g. child rearing).
2	Caregiver has some family or friend social network that may be able to help with raising the child (e.g., child rearing).
3	Caregiver no family or social network that may be able to help with raising the child (e.g. child rearing).

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	RESIDENTIAL STABILITY <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has stable housing for the foreseeable future.
1	Caregiver has relatively stable housing but either has moved in the past three months or there are indications of housing problems that might force them to move in the next three months.
2	Caregiver has moved multiple times in the past year. Housing is unstable.
3	Caregiver has experienced periods of homelessness in the past six months.

Check	PHYSICAL <i>Please rate the highest level from the past 30 days</i>
0	Caregiver is generally healthy.
1	Caregiver is in recovery from medical/physical problems.
2	Caregiver has medical/physical problems that interfere with their capacity to parent.
3	Caregiver has medical/physical problems that make it impossible for them to parent at this time.

Check	MENTAL HEALTH <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has no mental health needs.
1	Caregiver is in recovery from mental health difficulties.
2	Caregiver has some mental health difficulties that interfere with their capacity to parent.
3	Caregiver has mental health use difficulties that make it impossible for them to parent at this time.

Check	SUBSTANCE USE <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has no substance use needs.
1	Caregiver is in recovery from substance use difficulties.
2	Caregiver has some substance use difficulties that interfere with their capacity to parent.
3	Caregiver has substance use difficulties that make it impossible for them to parent at this time.

Check	DEVELOPMENTAL <i>Please rate the highest level from the past 30 days</i>
0	Caregiver has no developmental needs.
1	Caregiver has developmental challenges but they do not currently interfere with parenting.
2	Caregiver has developmental challenges that interfere with their capacity to parent.
3	Caregiver has severe developmental challenges that make it impossible for them to parent at this time.

Check	SAFETY <i>Please rate the highest level from the past 30 days</i>
0	Household is safe and secure. Child is at no risk from others.
1	Household is safe but concerns exist about the safety of the child due to history or others in the neighborhood who might be abusive.
2	Child is in some danger from one or more individuals with access to the household.
3	Child is in immediate danger from one or more individuals with unsupervised access.

***All referrants are legally required to report suspected child abuse or neglect.**

CHILD BEHAVIORAL/EMOTIONAL NEEDS

Check	PSYCHOSIS <i>Please rate based on the past 30 days</i>
0	No evidence
1	History or suspicion of hallucinations, delusions or bizarre behavior that might be associated with some form of psychotic disorder.
2	Clear evidence of hallucinations, delusions or bizarre behavior that might be associated with some form of psychotic disorder.
3	Clear evidence of dangerous hallucinations, delusions, or bizarre behavior that might be associated with some form of psychotic disorder which places the child or others at risk of physical harm.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	IMPULSIVITY/HYPERACTIVITY <i>Please rate based on the past 30 days</i>
0	No evidence
1	Some problems with impulsive, distractible or hyperactive behavior that places the child at risk of future functioning difficulties.
2	Clear evidence of problems with impulsive, distractible, or hyperactive behavior that interferes with the child's ability to function in at least one life domain.
3	Clear evidence of a dangerous level of impulsive behavior that can place the child at risk of physical harm.

Check	DEPRESSION <i>Please rate based on the past 30 days</i>
0	No evidence
1	History or suspicion of depression or mild to moderate depression associated with a recent negative life event with minimal impact on life domain functioning.
2	Clear evidence of depression associated with either depressed mood or significant irritability. Depression has interfered significantly in child's ability to function in at least one life domain.
3	Clear evidence of disabling level of depression that makes it virtually impossible for the child to function in any life domain.

Check	ANXIETY <i>Please rate based on the past 30 days</i>
0	No evidence
1	History or suspicion of anxiety problems or mild to moderate anxiety associated with a recent negative life event.
2	Clear evidence of anxiety associated with either anxious mood or significant fearfulness. Anxiety has interfered significantly in child's ability to function in at least one life domain.
3	Clear evidence of debilitating level of anxiety that makes it virtually impossible for the child to function in any life domain.

Check	OPPOSITIONAL <i>Please rate based on the past 30 days</i>
0	No evidence
1	History or recent onset (past 6 weeks) of defiance towards authority figures.
2	Clear evidence of oppositional and/or defiant behavior towards authority figures, which is currently interfering with the child's functioning in at least one life domain. Behavior causes emotional harm to others.
3	Clear evidence of a dangerous level of oppositional behavior involving the threat of physical harm to others.

Check	CONDUCT <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History or suspicion of problems associated with antisocial behavior including but not limited to lying, stealing, manipulating others, sexual aggression, violence towards people, property or animals.
2	Clear evidence of antisocial behavior including but not limited to lying, stealing, manipulating others, sexual aggression, violence towards people, property, or animals.
3	Evidence of a severe level of conduct problems as described above that places the child or community at significant risk of physical harm due to these behaviors.

Check	ADJUSTMENT TO TRAUMA <i>Please rate based on the past 30 days</i>
0	No evidence
1	History or suspicion of problems associated with traumatic life event/s.
2	Clear evidence of adjustment problems associated with traumatic life event/s. Adjustment is interfering with child's functioning in at least one life domain.
3	Clear evidence of symptoms of Post Traumatic Stress Disorder, which may include flashbacks, nightmares, significant anxiety, and intrusive thoughts of trauma experience.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	ANGER CONTROL <i>Please rate based on the past 30 days</i>
0	No evidence of any significant anger control problems.
1	Some problems with controlling anger. Child may sometimes become verbally aggressive when frustrated. Peers and family may be aware of and may attempt to avoid stimulating angry outbursts.
2	Moderate anger control problems. Child's temper has gotten him/her in significant trouble with peers, family and/or school. Anger may be associated with physical violence. Others are likely quite aware of anger potential.
3	Severe anger control problems. Child's temper is likely associated with frequent fighting that is often physical. Others likely fear him/her.

Check	SUBSTANCE USE <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History or suspicion of substance use.
2	Clear evidence of substance abuse that interferes with functioning in any life domain.
3	Child requires detoxification OR is addicted to alcohol and/or drugs. Include here a child/youth who is intoxicated at the time of the assessment (i.e., currently under the influence).

CHILD RISK BEHAVIORS

Check	SUICIDE RISK <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History but no recent ideation or gesture.
2	Recent ideation or gesture but not in past 24 hours.
3	Current ideation and intent OR command hallucinations that involve self-harm.

Check	SELF-MUTILATION <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History of self-mutilation.
2	Engaged in self mutilation that does not require medical attention.
3	Engaged in self mutilation that requires medical attention.

Check	OTHER SELF HARM <i>Please rate the highest level from the past 30 days</i>
0	No evidence of behaviors other than suicide or self-mutilation that place the child at risk of physical harm.
1	History of behavior other than suicide or self-mutilation that places child at risk of physical harm. This includes reckless and risk-taking behavior that may endanger the child.
2	Engaged in behavior other than suicide or self-mutilation that places him/her in danger of physical harm. This includes reckless behavior or intentional risk-taking behavior.
3	Engaged in behavior other than suicide or self-mutilation that places him/her at immediate risk of death. This includes reckless behavior or intentional risk-taking behavior.

Check	DANGER TO OTHERS <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History of homicidal ideation, physically harmful aggression or fire setting that has put self or others in danger of harm.
2	Recent homicidal ideation, physically harmful aggression, or dangerous fire setting but not in past 24 hours.
3	Acute homicidal ideation with a plan or physically harmful aggression OR command hallucinations that involve the harm of others. Or, child set a fire that placed others at significant risk of harm.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	SEXUAL AGGRESSION <i>Please rate the highest level from the past 30 days</i>
0	No evidence of any history of sexually aggressive behavior. No sexual activity with younger children, non-consenting others, or children not able to understand consent.
1	History of sexually aggressive behavior (but not in past year) OR sexually inappropriate behavior in the past year that troubles others such as harassing talk or excessive masturbation.
2	Child is engaged in sexually aggressive behavior in the past year but not in the past 30 days.
3	Child has engaged in sexually aggressive behavior in the past 30 days.

Check	RUNAWAY <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History of runaway from home or other settings involving at least one overnight absence, at least 30 days ago.
2	Recent runaway behavior or ideation but not in past 7 days.
3	Acute threat to runaway as manifest by either recent attempts OR significant ideation about running away OR child is currently a runaway.

Check	DELINQUENCY <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History of delinquency but no acts of delinquency in past 30 days.
2	Recent acts of delinquency.
3	Severe acts of delinquency that places others at risk of significant loss or injury or place child at risk of adult sanctions.

Check	JUDGMENT <i>Please rate the highest level from the past 30 days</i>
0	No evidence of problems with judgment or poor decision making that result harm to development and/or well-being.
1	History of problems with judgment in which the child makes decisions that are in some way harmful to his/her development and/or well-being. For example, a child who has a history of hanging out with other children who shoplift.
2	Problems with judgment in which the child makes decisions that are in some way harmful to his/her development and/or well-being.
3	Problems with judgment that place the child at risk of significant physical harm.

Check	FIRE SETTING <i>Please rate the highest level from the past 30 days</i>
0	No evidence
1	History of fire setting but not in the past six months.
2	Recent fire setting behavior (in past six months) but not of the type that has endangered the lives of others OR repeated fire-setting behavior over a period of at least two years even if not in the past six months.
3	Acute threat of fire setting. Set fire that endangered the lives of others (e.g. attempting to burn down a house).

Check	SOCIAL BEHAVIOR <i>Please rate the highest level from the past 30 days</i>
0	No evidence of problematic social behavior. Child does not engage in behavior that forces adults to sanction him/her.
1	Mild level of problematic social behavior. This might include occasional inappropriate social behavior that forces adults to sanction the child. Infrequent inappropriate comments to strangers or unusual behavior in social settings might be included in this level.
2	Moderate level of problematic social behavior. Social behavior is causing problems in the child's life. Child may be intentionally getting in trouble in school or at home.
3	Severe level of problematic social behavior. This level would be indicated by frequent serious social behavior that forces adults to seriously and/or repeatedly sanction the child. Social behaviors are sufficiently severe that they place the child at risk of significant sanctions (e.g. expulsion, removal from the community)

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

INDIVIDUALIZED ASSESSMENT MODULES

Complete any specific module only if indicated on the initial page(s)

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Child's Name: _____ **Date of Birth:** _____

DEVELOPMENTAL NEEDS (DD) MODULE

Check	COGNITIVE <i>Please rate the highest level from the past 30 days</i>
0	Child's intellectual functioning appears to be in normal range. There is no reason to believe that the child has any problems with intellectual functioning.
1	Child has low IQ (70 to 85) or has identified learning challenges.
2	Child has mild mental retardation. IQ is between 55 and 70.
3	Child has moderate to profound mental retardation. IQ is less than 55.

Check	COMMUNICATION <i>Please rate the highest level from the past 30 days</i>
0	Child's receptive and expressive communication appears developmentally appropriate. There is no reason to believe that the child has any problems communicating.
1	Child has receptive communication skills but limited expressive communication skills
2	Child has both limited receptive and expressive communication skills.
3	Child is unable to communicate.

Check	DEVELOPMENTAL <i>Please rate the highest level from the past 30 days</i>
0	Child's development appears within normal range. There is no reason to believe that the child has any developmental problems.
1	Evidence of a mild developmental delay.
2	Evidence of a pervasive developmental disorder including Autism, Tourette's, Down's Syndrome or other significant developmental delay.
3	Severe developmental disorder.

Check	SELF-CARE DAILY LIVING SKILLS <i>Please rate the highest level from the past 30 days</i>
0	Child's self-care and daily living skills appear developmentally appropriate. There is no reason to believe that the child has any problems performing daily living skills.
1	Child requires verbal prompting on self-care tasks or daily living skills.
2	Child requires assistance (physical prompting) on self-care tasks or attendant care on one self-care task (e.g. eating, bathing, dressing, and toileting).
3	Child requires attendant care on more than one of the self-care tasks-eating, bathing, dressing, toileting.

TRAUMA MODULE

Coding Definitions

Characteristics of the Traumatic Experience:

<i>Check</i>	SEXUAL ABUSE <i>Please rate within the lifetime</i>
0	There is no evidence that child has experienced sexual abuse.
1	Child has experienced one episode of sexual abuse or there is a suspicion that child has experienced sexual abuse but no confirming evidence.
2	Child has experienced repeated sexual abuse.
3	Child has experienced severe and repeated sexual abuse. Sexual abuse may have caused physical harm.

<i>Check</i>	PHYSICAL ABUSE <i>Please rate within the lifetime</i>
0	There is no evidence that child has experienced physical abuse.
1	Child has experienced one episode of physical abuse or there is a suspicion that child has experienced physical abuse but no confirming evidence.
2	Child has experienced repeated physical abuse.
3	Child has experienced severe and repeated physical abuse that causes sufficient physical harm to necessitate hospital treatment.

<i>Check</i>	EMOTIONAL ABUSE <i>Please rate within the lifetime</i>
0	There is no evidence that child has experienced emotional abuse.
1	Child has experienced mild emotional abuse.
2	Child has experienced emotional abuse over an extended period of time (at least one year).
3	Child has experienced severe and repeated emotional abuse over an extended period of time (at least one year).

<i>Check</i>	MEDICAL TRAUMA <i>Please rate within the lifetime</i>
0	There is no evidence that child has experienced any medical trauma.
1	Child has experienced mild medical trauma including minor surgery (e.g. stitches, bone setting).
2	Child has experienced moderate medical trauma including major surgery or injuries requiring hospitalization.
3	Child has experienced life threatening medical trauma.

<i>Check</i>	NATURAL DISASTER <i>Please rate within the lifetime</i>
0	There is no evidence that child has experienced any natural disaster.
1	Child has been indirectly affected by a natural disaster.
2	Child has experienced a natural disaster which has had a notable impact on his/her well-being.
3	Child has experienced life threatening natural disaster.

<i>Check</i>	WITNESS TO FAMILY VIOLENCE <i>Please rate within the lifetime</i>
0	There is no evidence that child has witnessed family violence.
1	Child has witnessed one episode of family violence.
2	Child has witnessed repeated episodes of family violence but no significant injuries (i.e. requiring emergency medical attention) have been witnessed.
3	Child has witnessed repeated and severe episodes of family violence. Significant injuries have occurred as a direct result of the violence.

TRAUMA MODULE (continued)
Coding Definitions

<i>Check</i>	WITNESS TO COMMUNITY VIOLENCE <i>Please rate within the lifetime</i>
0	There is no evidence that child has witnessed violence in the community.
1	Child has witnessed fighting or other forms of violence in the community
2	Child has witnessed the significant injury of others in his/her community.
3	Child has witnessed the death of another person in his/her community.

<i>Check</i>	WITNESS/VICTIM TO CRIMINAL ACTIVITY <i>Please rate within the lifetime</i>
0	There is no evidence that child has been victimized or witness significant criminal activity.
1	Child is a witness of significant criminal activity.
2	Child is a direct victim of criminal activity or witnessed the victimization of a family or friend.
3	Child is a victim of criminal activity that was life threatening or caused significant physical harm or child witnessed the death of a loved one.

If a child has been sexually abused:

<i>Check</i>	EMOTIONAL CLOSENESS TO PERPETRATOR
0	Perpetrator was a stranger at the time of the abuse.
1	Perpetrator was known to the child at the time of event but only as an acquaintance.
2	Perpetrator had a close relationship with the child at the time of the event but was not an immediate family member.
3	Perpetrator was an immediate family member (e.g. parent, sibling).

<i>Check</i>	FREQUENCY OF ABUSE
0	Abuse occurred only one time.
1	Abuse occurred two times.
2	Abuse occurred two to ten times.
3	Abuse occurred more than ten times.

<i>Check</i>	DURATION
0	Abuse occurred only one time.
1	Abuse occurred within a six month time period.
2	Abuse occurred within a six-month to one year time period.
3	Abuse occurred over a period of longer than one year.

<i>Check</i>	FORCE
0	No physical force or threat of force occurred during the abuse episode(s).
1	Sexual abuse was associated with threat of violence but no physical force.
2	Physical force was used during the sexual abuse.
3	Significant physical force/violence was used during the sexual abuse. Physical injuries occurred as a result of the force.

TRAUMA MODULE (continued)
Coding Definitions

<i>Check</i>	REACTION TO DISCLOSURE
0	All significant family members are aware of the abuse and supportive of the child coming forward with the description of his/her abuse experience.
1	Most significant family members are aware of the abuse and supportive of the child for coming forward. One or two family members may be less supportive. Parent may be experiencing anxiety/depression/guilt regarding abuse.
2	Significant split among family members in terms of their support of the child for coming forward with the description of his/her experience.
3	Significant lack of support from close family members of the child for coming forward with the description of his/her abuse experience. Significant relationship (e.g. parent, care-giving grandparent) is threatened.

Adjustment:

<i>Check</i>	AFFECT REGULATION <i>Please rate the highest level from the past 30 days</i>
0	Child has no problems with affect regulation.
1	Child has mild to moderate problems with affect regulation.
2	Child has severe problems with affect regulation but is able to control affect at times. Problems with affect regulation interferes with child's functioning in some life domains.
3	Child unable to regulate affect.

<i>Check</i>	INTRUSIONS <i>Please rate the highest level from the past 30 days</i>
0	There is no evidence that child experiences intrusive thoughts of trauma.
1	Child experiences some intrusive thoughts of trauma but they do not affect his/her functioning.
2	Child experiences intrusive thoughts that interfere in his/her ability to function in some life domains.
3	Child experiences repeated and severe intrusive thoughts of trauma.

<i>Check</i>	ATTACHMENT <i>Please rate the highest level from the past 30 days</i>
0	No evidence of attachment problems. Parent-child relationship is characterized by satisfaction of needs, child's development of a sense of security and trust.
1	Mild problems with attachment. This could involve either mild problems with separation or mild problems of detachment.
2	Moderate problems with attachment. Child is having problems with attachment that require intervention. A child who meets the criteria for an Attachment Disorder in DSM-IV would be rated here.
3	Severe problems with attachment. A child who is unable to separate or a child who appears to have severe problems with forming or maintaining relationships with caregivers would be rated here.

<i>Check</i>	DISSOCIATION <i>Please rate the highest level from the past 30 days</i>
0	There is no evidence of dissociation.
1	Child may experience some symptoms of dissociation.
2	Child clearly experiences episodes of dissociation.
3	Profound dissociation occurs.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

SUBSTANCE USE DISORDER (SUD) MODULE

Coding Definitions

Check	SEVERITY OF USE <i>Please rate the highest level from the past 30 days</i>
0	Child is currently abstinent and has maintained abstinence for at least six months.
1	Child is currently abstinent but only in the past 30 days or child has been abstinent for more than 30 days but is living in an environment that makes substance use difficult.
2	Child actively uses alcohol or drugs but not daily.
3	Child uses alcohol and/or drugs on a daily basis.

Check	DURATION OF USE <i>Please rate the highest level from the past 30 days</i>
0	Child has begun use in the past year.
1	Child has been using alcohol or drugs for at least one year but has had periods of at least 30 days where he/she did not have any use.
2	Child has been using alcohol or drugs for at least one year (but less than five years), but not daily.
3	Child has been using alcohol or drugs daily for more than the past year or intermittently for at least five years.

Check	STAGE OF RECOVERY <i>Please rate the highest level from the past 30 days</i>
0	Child is in maintenance stage of recovery. Youth is abstinent and able to recognize and avoid risk factors for future alcohol or drug use.
1	Child is actively trying to use treatment to remain abstinent.
2	Child is in contemplation phase, recognizing a problem but not willing to take steps for recovery.
3	Child is in denial regarding the existence of any substance use problem.

Check	PEER INFLUENCES <i>Please rate the highest level from the past 30 days</i>
0	Youth's primary peer social network does not engage in alcohol or drug use.
1	Youth has peers in his/her primary peer social network who do not engage in alcohol or drug use but has some peers who do.
2	Youth predominantly has peers who engage in alcohol or drug use but youth is not a member of a gang.
3	Youth is a member of a peer group that consistently engages in alcohol or drug use.

Check	PARENTAL INFLUENCES <i>Please rate the highest level from the past 30 days</i>
0	There is no evidence that youth's parents have ever engaged in substance abuse.
1	One of youth's parents has history of substance abuse but not in the past year.
2	One or both of youth's parents have been intoxicated with alcohol or drugs in the presence of the youth.
3	One or both of youth's parents use alcohol or drugs with the youth.

Check	ENVIRONMENTAL INFLUENCES <i>Please rate the environment around the youth's living situation</i>
0	No evidence that the child's environment stimulates or exposes the child to any alcohol or drug use.
1	Mild problems in the child's environment that might expose the child to alcohol or drug use.
2	Moderate problems in the child's environment that clearly expose the child to alcohol or drug use.
3	Severe problems in the child's environment that stimulate the child to engage in alcohol or drug.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

VIOLENCE MODULE CODING CRITERIA

Historical Risk Factors

Historical risk factors are rated over the lifetime of the youth.

<i>Check</i>	HISTORY OF PHYSICAL ABUSE
0	No evidence of a history of physical abuse.
1	Youth has experienced corporal punishment.
2	Youth has experienced physical abuse on one or more occasions from care giver or parent.
3	Youth has experienced extreme physical abuse that has resulted in physical injuries that required medical care

<i>Check</i>	HISTORY OF VIOLENCE
0	No evidence of any history of violent behavior by the youth.
1	Youth has engaged in mild forms of violent behavior including vandalism, minor destruction of property, physical fights in which no one was injured (e.g. shoving, wrestling).
2	Youth has engaged in moderate forms of violent behavior including fights in which participants were injured. Cruelty to animals would be rated here unless it resulted in significant injury or death of the animal.
3	Youth has initiated unprovoked violent behaviors on other people that resulted in injuries to these people. Cruelty to animals that resulted in significant injury or death to the animal would be rated here.

<i>Check</i>	WITNESS TO DOMESTIC VIOLENCE
0	No evidence that youth has witnessed domestic violence.
1	Youth has witnessed physical violence in household on at least one occasion but the violence did not result in injury.
2	Youth has witnessed repeated domestic violence that has resulted in the injury of at least one family member that required medical treatment.
3	Youth has witness to murder or rape of a family member

<i>Check</i>	WITNESS TO ENVIRONMENTAL VIOLENCE
0	No evidence that youth has witnessed violence in his/her environment and does not watch an excessive amount of violent media
1	Youth has not witness violence in her environment and but watches an excessive amount of violent media including movies and video games.
2	Youth has witnessed at least one occasion of violence in his/her environment.
3	Youth has witnessed a murder or rape.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Emotional/Behavioral Risks

Emotional/Behavioral Risks are rated based on the past 30 days

Check	BULLYING
0	Youth has never engaged in bullying at school or in the community.
1	Youth has been involved with groups that have bully other youth either in school or the community; however, youth has not had a leadership role in these groups.
2	Youth has bullied other youth in school or community. Youth has either bullied the other youth individually or led a group that bullied youth
3	Youth has repeated utilized threats or actual violence to bully youth in school and/or community.

Check	FRUSTRATION MANAGEMENT
0	Youth appears to be able to manage frustration well. No evidence of problems of frustration management.
1	Youth has some mild problems with frustration. He/she may anger easily when frustrated; however, he/she is able to calm self down following an angry outburst.
2	Youth has problems managing frustration. His/her anger when frustrated is causing functioning problems in school, at home, or with peers.
3	Youth becomes explosive and dangerous to others when frustrated. He/she demonstrates little self control in these situations and others must intervene to restore control

Check	HOSTILITY
0	Youth appears to not experience or express hostility except in situations where most people would become hostile
1	Youth appears hostile but does not express it. Others experience youth as being angry.
2	Youth expresses hostility regularly.
3	Youth is almost always hostile either in expression or appearance. Others may experience youth as 'full of rage' or 'seething'

Check	PARANOID THINKING
0	Youth does not appear to engage in any paranoid thinking.
1	Youth is suspicious of others but is able to test out these suspicions and adjust their thinking appropriately.
2	Youth believes that others are 'out to get' him/her. Youth has trouble accepting that these beliefs may not be accurate. Youth at times is suspicious and guarded but at other times can be open and friendly.
3	Youth believes that others plan to cause them harm. Youth is nearly always suspicious and guarded.

Check	SECONDARY GAINS FROM ANGER
0	Youth either does not engage in angry behavior or, when they do become angry, does not appear to derive any benefits from this behavior.
1	Youth unintentionally has benefited from angry behavior; however, there is no evidence that youth intentionally uses angry behavior to achieve desired outcomes.
2	Youth sometimes uses angry behavior to achieve desired outcomes with parents, caregivers, teachers, or peers.
3	Youth routinely uses angry behavior to achieve desired outcomes with parents, caregivers, teachers or peers. Others in youth's life appear intimidated.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

<i>Check</i>	VIOLENT THINKING
0	There is no evidence that youth engages in violent thinking.
1	Youth has some occasional or minor thoughts about violence.
2	Youth has violent ideation. Language is often characterized as having violent themes and problem solving often refers to violent outcomes.
3	Youth has specific homicidal ideation or appears obsessed with thoughts about violence. For example, a youth who spontaneously and frequently draws only violent images may be rated here.

Resiliency Factors

Resiliency Factors are rated based on the past 30 days.

<i>Check</i>	AWARENESS OF VIOLENCE POTENTIAL
0	Youth is completely aware of his/her level of risk of violence. Youth knows and understands risk factors. Youth accepts responsibility for past and future behaviors. Youth is able to anticipate future challenging circumstances. A youth with no violence potential would be rated here.
1	Youth is generally aware of his/her potential for violence. Youth is knowledgeable about his/her risk factors and is generally able to take responsibility. Youth may be unable to anticipate future circumstances that may challenge him/her.
2	Youth has some awareness of his/her potential for violence. Youth may have tendency to blame others but is able to accept some responsibility for his/her actions.
3	Youth has no awareness of his/her potential for violence. Youth may deny past violent acts or explain them in terms of justice or as deserved by the victim.

<i>Check</i>	RESPONSE TO CONSEQUENCES
0	Youth is clearly and predictably responsive to identified consequences. Youth is regularly able to anticipate consequences and adjust behavior.
1	Youth is generally responsive to identified consequences; however, not all appropriate consequences have been identified or he/she may sometimes fail to anticipate consequences.
2	Youth responds to consequences on some occasions but sometimes does not appear to care about consequences for his/her violent behavior
3	Youth is unresponsive to consequences for his/her violent behavior.

<i>Check</i>	COMMITMENT TO SELF CONTROL
0	Youth fully committed to controlling his/her violent behavior.
1	Youth is generally committed to control his/her violent behavior; however, youth may continue to struggle with control in some challenging circumstances.
2	Youth ambivalent about controlling his/her violent behavior.
3	Youth not interested in controlling his/her violent behavior at this time.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

<i>Check</i>	Treatment Involvement
0	Youth fully involved in his/her own treatment. Family supports treatment as well.
1	Youth or family involved in treatment but not both. Youth may be somewhat involved in treatment, while family members are active or youth may be very involved in treatment while family members are unsupportive
2	Youth and family are ambivalent about treatment involvement. Youth and/or family may be skeptical about treatment effectiveness or suspicious about clinician intentions.
3	Youth and family are uninterested in treatment involvement. A youth with treatment needs who is not currently in treatment would be rated here.

SEXUALLY AGGRESSIVE BEHAVIOR (SAB) MODULE
Coding Definitions

<i>Check</i>	RELATIONSHIP <i>Please rate the most recent episode of sexual behavior</i>
0	No evidence of victimizing others. All parties in sexual activity appear to be consenting. No power differential.
1	Although parties appear to be consenting, there is a significant power differential between parties in the sexual activity with this child or adolescent being in the position of authority.
2	Child is clearly victimizing at least one other individual with sexually abusive behavior.
3	Child is severely victimizing at least one other individual with sexually abusive behavior. This may include physical harm that results from either the sexual behavior or physical force associated with sexual behavior.

<i>Check</i>	PHYSICAL FORCE/THREAT <i>Please rate the highest level from the most recent episode of sexual behavior</i>
0	No evidence of the use of any physical force or threat of force in either the commission of the sex act nor in attempting to hide it.
1	Evidence of the use of the threat of force in an attempt to discourage the victim from reporting the sex act.
2	Evidence of the use of mild to moderate force in the sex act. There is some physical harm or risk of physical harm.
3	Evidence of severe physical force in the commission of the sex act. Victim harmed or at risk for physical harm from the use of force.

<i>Check</i>	PLANNING <i>Please rate the highest level from the most recent episode of sexual behavior</i>
0	No evidence of any planning. Sexual activity appears entirely opportunistic.
1	Some evidence of efforts to get into situations where likelihood of opportunities for sexual activity are enhanced.
2	Evidence of some planning of sex act.
3	Considerable evidence of predatory sexual behavior in which victim is identified prior to the act, and the act is premeditated.

<i>Check</i>	AGE DIFFERENTIAL <i>Please rate the highest level from the most recent episode of sexual behavior</i>
0	Ages of the perpetrator and victim and/or participants essentially equivalent (less than 3 years apart).
1	Age differential between perpetrator and victim and/or participants is 3 to 4 years.
2	Age differential between perpetrator and victim at least 5 years, but perpetrator less than 13 years old.
3	Age differential between perpetrator and victim at least 5 years and perpetrator 13 years old or older.

<i>Check</i>	TYPE OF SEX ACT <i>Please rate the highest level from the most recent episode of sexual behavior</i>
0	Sex act(s) involve touching or fondling only.
1	Sex act(s) involve fondling plus possible penetration with fingers or oral sex.
2	Sex act(s) involve penetration into genitalia or anus with body part.
3	Sex act involves physically dangerous penetration due to differential size or use of an object.

SEXUALLY AGGRESSIVE BEHAVIOR MODULE (continued)
Coding Definitions

Check	RESPONSE TO ACCUSATION <i>Please rate the highest level from the past 30 days</i>
0	Child admits to behavior and expresses remorse and desire to not repeat.
1	Child partially admits to behaviors and expresses some remorse.
2	Child admits to behavior but does not express remorse.
3	Child neither admits to behavior nor expresses remorse. Child is in complete denial.

Check	TEMPORAL CONSISTENCY
0	This level indicates a child who has never exhibited sexually abusive behavior or who has developed this behavior only in the past three months following a clear stressor.
1	This level indicates a child who has been sexually abusive during the past two years OR child who has become sexually abusive in the past three months despite the absence of any clear stressors.
2	This level indicates a child who has been sexually abusive for an extended period of time (e.g. more than two years), but who has had significant symptom-free periods.
3	This level indicates a child who has been sexually abusive for an extended period of time (e.g. more than two years) without significant symptom-free periods.

Check	HISTORY OF SEXUALLY AGGRESSIVE BEHAVIOR (toward others)
0	Child or adolescent has only one incident of sexually abusive behavior that has been identified and/or investigated.
1	Child or adolescent has two or three incidents of sexually abusive behavior that have been identified and/or investigated.
2	Child or adolescent has four to ten incidents of sexually abusive behavior that have been identified and/or investigated with more than one victim.
3	Child or adolescent has more than ten incidents of sexually abusive behavior with more than one victim.

Check	SEVERITY OF SEXUAL ABUSE
0	No history of any form of sexual abuse.
1	History of occasional fondling or being touched inappropriately, however, not occurring on a regular basis or by someone in a caregiver capacity or suspicion of history of sexual abuse without confirming evidence.
2	This level is to indicate a moderate level of sexual abuse. This may involve a child who has been fondled on an ongoing basis or sexually penetrated (anal or genital) once by someone not in a caregiver capacity.
3	This level is to indicate a severe level of sexual abuse involving penetration on an ongoing basis by someone either in a caregiver capacity or in close emotional relation to the child.

Check	PRIOR TREATMENT
0	No history of prior treatment or history of outpatient treatment with notable positive outcomes.
1	History of outpatient treatment which has had some degree of success.
2	History residential treatment where there has been successful completion of program.
3	History of residential or outpatient treatment condition with little or no success.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

**RUNAWAY MODULE
Coding Definitions**

Check	FREQUENCY OF RUNNING
0	Youth has only run once in past year
1	Youth has run on multiple occasions in past year.
2	Youth runs run often but not always.
3	Youth runs at every opportunity.

Check	CONSISTENCY OF DESTINATION
0	Youth always runs to the same location.
1	Youth generally runs to the same location or neighborhood
2	Youth runs to the same community but the specific locations change.
3	Youth runs to no planned destination.

Check	SAFETY OF DESTINATION
0	Youth runs to a safe environment that meets his/hers basic needs (e.g. food, shelter).
1	Youth runs to generally safe environments; however, they might be somewhat unstable or variable.
2	Youth runs to generally unsafe environments that cannot meet his/her basic needs.
3	Youth runs to very unsafe environments where the likelihood that he/she will be victimized is high.

Check	INVOLVEMENT IN ILLEGAL ACTIVITIES
0	Youth does not engage in illegal activities while on run beyond those involved with the running itself.
1	Youth engages in status offenses beyond those involved with the running itself while on run (e.g. curfew violations, underage drinking)
2	Youth engages in delinquent activities while on run.
3	Youth engages in dangerous delinquent activities while on run (e.g. prostitution)

Check	LIKELIHOOD OF RETURN ON OWN
0	Youth will return from run on his/her own without prompting.
1	Youth will return from run when found but not without being found.
2	Youth will make him/her difficult to find and/or might passively resist return once found.
3	Youth makes repeated and concerted efforts to hide so as to not be found and/or resists return.

Check	INVOLVEMENT WITH OTHERS
0	Youth runs by self with no involvement of others. Others may discourage behavior or encourage youth to return from run. .
1	Others enable youth running by not discouraging youth's behavior.
2	Others involved in running by providing helping youth not be found.
3	Youth actively is encouraged to run by others. Others actively cooperate to facilitate running behavior.

Check	REALISTIC EXPECTATIONS
0	Youth has realistic expectations about the implications of his/her running behavior.
1	Youth has reasonable expectations about the implications of his/her running behavior but may be hoping for a somewhat 'optimistic' outcome.
2	Youth has unrealistic expectations about the implications of their running behavior.
3	Youth has obviously false or delusional expectations about the implications of their running behavior.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

<i>Check</i>	PLANNING
0	Running behavior is completely spontaneous and emotionally impulsive.
1	Running behavior is somewhat planned but not carefully.
2	Running behavior is planned.
3	Running behavior is carefully planned and orchestrated to maximize likelihood of not being found.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

JUVENILE JUSTICE (JJ) MODULE
Coding Definitions

Check	SERIOUSNESS <i>Please rate the highest level from the past 30 days</i>
0	Youth has engaged only in status violations (e.g. curfew).
1	Youth has engaged in delinquent behavior.
2	Youth has engaged in criminal behavior.
3	Youth has engaged in delinquent criminal behavior that places other citizens at risk of significant physical harm.

Check	HISTORY <i>Please rate using time frames provided in the anchors</i>
0	Current criminal behavior is the first known occurrence.
1	Youth has engaged in multiple delinquent acts in the past one year.
2	Youth has engaged in multiple delinquent acts for more than one year but has had periods of at least 3 months where he/she did not engage in delinquent behavior.
3	Youth has engaged in multiple criminal or delinquent acts for more than one year without any period of at least 3 months where he/she did not engage in criminal or delinquent behavior.

Check	PLANNING <i>Please rate the highest level from the past 30 days</i>
0	No evidence of any planning. Delinquent behavior appears opportunistic or impulsive.
1	Evidence suggests that youth places him/herself into situations where the likelihood of delinquent behavior is enhanced.
2	Evidence of some planning of delinquent behavior.
3	Considerable evidence of significant planning of delinquent behavior. Behavior is clearly premeditated.

Check	COMMUNITY SAFETY <i>Please rate the highest level from the past 30 days</i>
0	Youth presents no risk to the community. He/she could be unsupervised in the community.
1	Youth engages in behavior that represents a risk to community property.
2	Youth engages in behavior that places community residents in some danger of physical harm. This danger may be an indirect effect of the youth's behavior.
3	Youth engages in behavior that directly places community members in danger of significant physical harm.

Check	PEER INFLUENCES <i>Please rate the highest level from the past 30 days</i>
0	Youth's primary peer social network does not engage in delinquent behavior.
1	Youth has peers in his/her primary peer social network who do not engage in delinquent behavior but has some peers who do.
2	Youth predominantly has peers who engage in delinquent behavior but youth is not a member of a gang.
3	Youth is a member of a gang whose membership encourages or requires illegal behavior as an aspect of gang membership.

Check	PARENTAL CRIMINAL BEHAVIOR <i>Please rate the highest level from the past 30 days</i>
0	There is no evidence that youth's parents have ever engaged in criminal behavior.
1	One of youth's parents has history of criminal behavior but youth has not been in contact with this parent for at least one year.
2	One of youth's parents has history of criminal behavior and youth has been in contact with this parent in the past year.
3	Both of youth's parents have history of criminal behavior.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

Check	ENVIRONMENTAL INFLUENCES <i>Please rate the environment around the youth's living situation</i>
0	No evidence that the child's environment stimulates or exposes the child to any criminal behavior.
1	Mild problems in the child's environment that might expose the child to criminal behavior.
2	Moderate problems in the child's environment that clearly expose the child to criminal behavior.
3	Severe problems in the child's environment that stimulate the child to engage in criminal behavior.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS

**FIRE SETTING MODULE
Coding Definitions**

Check	SERIOUSNESS <i>Please rate most recent incident</i>
0	Child has engaged in fire setting that resulted in only minor damage (e.g. camp fire in the back yard which scorched some lawn).
1	Child has engaged in fire setting that resulted only in some property damage that required repair.
2	Child has engaged in fire setting which caused significant damage to property (e.g. burned down house).
3	Child has engaged in fire setting that injured self or others.

Check	HISTORY <i>Please rate using time frames provided in the anchors</i>
0	Only one known occurrence of fire setting behavior.
1	Youth has engaged in multiple acts of fire setting in the past year.
2	Youth has engaged in multiple acts of fire setting for more than one year but has had periods of at least 6 months where he/she did not engage in fire setting behavior.
3	Youth has engaged in multiple acts of fire setting for more than one year without any period of at least 3 months where he/she did not engage in fire setting behavior.

Check	PLANNING <i>Please rate most recent incident</i>
0	No evidence of any planning. Fire setting behavior appears opportunistic or impulsive.
1	Evidence suggests that youth places him/herself into situations where the likelihood of fire setting behavior is enhanced.
2	Evidence of some planning of fire setting behavior.
3	Considerable evidence of significant planning of fire setting behavior. Behavior is clearly premeditated.

Check	USE OF ACCELERANTS <i>Please rate most recent incident</i>
0	No evidence of any use of accelerants (e.g., gasoline). Fire setting involved only starters such as matches or a lighter.
1	Evidence suggests that the fire setting involved some use of mild accelerants (e.g. sticks, paper) but no use of liquid accelerants.
2	Evidence that fire setting involved the use of a limited amount of liquid accelerants but that some care was taken to limit the size of the fire.
3	Considerable evidence of significant use of accelerants in an effort to secure a very large and dangerous fire.

Check	INTENTION TO HARM <i>Please rate most recent incident</i>
0	Child did not intend to harm others with fire. He/she took efforts to maintain some safety.
1	Child did not intend to harm others but took no efforts to maintain safety.
2	Child intended to seek revenge or scare others but did not intend physical harm, only intimidation.
3	Child intended to injure or kill others.

Check	COMMUNITY SAFETY <i>Please rate highest level in the past 30 days</i>
0	Child presents no risk to the community. He/she could be unsupervised in the community.
1	Child engages in fire setting behavior that represents a risk to community property.
2	Child engages in fire setting behavior that places community residents in some danger of physical harm. This danger may be an indirect effect of the youth's behavior.
3	Child engages in fire setting behavior that intentionally places community members in danger of significant physical harm. Child attempts to use fires to hurt others.

FIRE SETTING (FS) MODULE (continued)

Coding Definitions

Check	RESPONSE TO ACCUSATION <i>Please rate highest level in the past 30 days</i>
0	Child admits to behavior and expresses remorse and desire to not repeat.
1	Child partially admits to behaviors and expresses some remorse.
2	Child admits to behavior but does not express remorse.
3	Child neither admits to behavior nor expresses remorse. Child is in complete denial.

Check	REMORSE <i>Please rate highest level in the past 30 days</i>
0	Child accepts responsibility for behavior and is truly sorry for any damage/risk caused. Child is able to apologize directly to effected people.
1	Child accepts responsibility for behavior and appears to be sorry for any damage/risk caused. However, child is unable or unwilling to apologize to effected people.
2	Child accepts some responsibility for behavior but also blames others. May experience sorrow at being caught or receiving consequences. May express sorrow/remorse but only in an attempt to reduce consequences.
3	Child accepts no responsibility and does not appear to experience any remorse.

Check	LIKELIHOOD OF FUTURE FIRE SETTING <i>Please rate highest level in the past 30 days</i>
0	Child is unlikely to set fires in the future. Child able and willing to exert self-control over fire setting.
1	Child presents mild to moderate risk of fire setting in the future. Should be monitored but does not require ongoing treatment/intervention.
2	Child remains at risk of fire setting if left unsupervised. Child struggles with self-control.
3	Child presents a real and present danger of fire setting in the immediate future. Child unable or unwilling to exert self-control over fire setting behavior.