



Department of
Job and Family Services

John R. Kasich, Governor

Cynthia C. Dungey, Director

June 16, 2016

Dear Applicant:

The Ohio Department of Job and Family Services (ODJFS), in conjunction with the Ohio Governor's Office of Workforce Transformation (OWT), announces the release of Request for Grant Applications (RFGA) number JFSR1617158122, Placement Strategies Initiative, to fund a project that involves innovative outreach and assessment strategies and the coordination of activities in short-term programs that will result in the placement of unemployed individuals into permanent, full-time positions in Ohio's In-Demand occupations that lead to economic self-sufficiency for the individuals.

ODJFS is seeking applications from public or private, non-profit or for-profit entities with a demonstrated knowledge of Ohio's public sector workforce development system, including Ohio's job search and career site known as OhioMeansJobs.com, as well as experience in employment related projects that involve outreach, recruitment, and job placement, to serve as workforce intermediaries. Public entities, local workforce development boards, local workforce agencies, OhioMeansJobs Center operators, or private entities that administer programs funded under the Workforce Innovation and Opportunity Act (WIOA) are not eligible for this opportunity due to the fact that these entities receive funds under WIOA to provide the types of services described above in their routine course of business. However, private organizations that deliver services as sub-recipients of these entities or as non-required partners are eligible to apply provided that they apply on their own behalf and will not be performing under the direction of an ineligible entity if selected for award. Staffing agencies and temporary employment agencies are also not eligible for participation as the applicant selected for award will be prohibited from charging a fee to employers who hire individuals under this Initiative.

For purposes of the Placement Strategies Initiative and this RFGA, a "workforce intermediary" serves the specific employment needs of businesses through collaboration with community organizations, educational partners, and local workforce agencies to secure the appropriate combination of services for workers that provide the skills sought by employers. Qualified applicants will have existing relationships with employers operating in the Ohio counties served by applicants.

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

ODJFS, Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor, Suite 3150
Columbus, Ohio 43215
PH: (614) 728-5693

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

Sincerely,

Signature on file

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

Placement Strategies Initiative
Request for Grant Applications (RFGA)

RFGA Number JFSR1617158122

The Ohio Department of Job and Family Services

Placement Strategies Initiative

RFGA Number JFSR1617158122

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ODJFS REQUEST FOR GRANT APPLICATIONS (RFGA):
Placement Strategies Initiative
RFGA Number JFSR1617158122

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS), in conjunction with the Ohio Governor’s Office of Workforce Transformation (OWT), releases this Request for Grant Applications (RFGA) with the Placement Strategies Initiative, to fund a project that involves innovative outreach and assessment strategies and the coordination of activities in short-term programs that will result in the placement of unemployed individuals into permanent, full-time positions in Ohio’s In-Demand occupations that will lead to economic self-sufficiency for the individuals.

ODJFS is seeking applications from public or private, non-profit or for-profit entities with a demonstrated knowledge of Ohio’s public sector workforce development system, including Ohio’s job search and career site known as OhioMeansJobs.com, as well as experience in employment related projects that involve outreach, recruitment, and job placement, to serve as workforce intermediaries.

Public entities, local workforce development boards, local workforce agencies, OhioMeansJobs Center operators, or private entities that administer programs funded under the Workforce Innovation and Opportunity Act (WIOA) are not eligible for this opportunity due to the fact that these entities receive funds under WIOA to provide the types of services described above in their routine course of business. However, private organizations that deliver services as subrecipients of these entities or as non-required partners are eligible to apply, provided that they apply on their own behalf and will not be performing under the direction of an ineligible entity if selected for award.

Staffing agencies and temporary employment agencies are also not eligible for participation as the applicant selected for award will be prohibited from charging a fee to employers who hire individuals under this Initiative.

For purposes of the Placement Strategies Initiative and this RFGA, a “workforce intermediary” serves the specific employment needs of businesses through collaboration with community organizations, educational partners, and local workforce agencies to secure the appropriate combination of services that provide the skills to workers sought by employers. Qualified applicants will have existing relationships with employers operating in the Ohio counties identified by applicants as their Service Delivery Areas for purposes of this RFGA.

ODJFS is presenting this opportunity to increase job placements for unemployed individuals who, for purposes of this Initiative, are individuals who have been out of the workforce for fifteen (15) weeks or longer and are currently receiving unemployment benefits; have been displaced from a declining industry and are unlikely to return to their former occupation; or are income eligible job seekers 55 and older.

ODJFS is seeking applications for projects with inventive outreach and recruitment strategies, job-specific assessments developed with employer input to determine workers' suitability for the available positions, strategies to identify barriers to employment, referrals to needed services and coordination of services and activities that will result in participants' placement into permanent, full-time positions. These positions must be in a same or similar occupation or, for those unlikely to return to their former occupation, a job that is in an in-demand occupation as defined in Ohio's In-Demand Occupations Report with, at a minimum, comparable wages or a similar rate of pay as their previous position in a different occupation.

For the purpose of this RFGA, the term "applicant" shall be defined as an organization interested in this opportunity. The terms "grant" and "subgrant" will be used in reference to the funds that will be awarded hereunder. The term "subgrantee" is used in reference to the successful applicant selected through this RFGA process. The terms "application" and "response" may be used interchangeably in this RFGA to indicate the package of materials and information to be submitted by applicants to ODJFS in order to be considered for award of the grant for this work.

In addition to describing the work to be performed under the resulting grant agreement for this project, this RFGA also establishes the standards and processes that ODJFS will use to evaluate applicant responses and to select the best and most responsive applicant for award. The award that may result from this RFGA process will be formalized via a subgrant agreement between the subgrantee and ODJFS. The subgrantee will be considered a "subrecipient" of the federal funds that will be used to support this Initiative.

ODJFS expects to award one (1) grant to the qualified applicant that most effectively demonstrates an innovative approach to help individuals in the target populations' secure permanent, full-time employment in occupations that are in-demand.

However, ODJFS reserves the right to award a second grant should another applicant offer an innovative and promising approach to job placement that supports the purpose of the Placement Strategies Initiative. Award of a second grant will depend upon the merit of the strategies included in non-winning applications and ODJFS' ability to secure funding for a second award. Most likely, a second grant award will be for a lower amount than the initial grant awarded under this RFGA.

1.2 Background

ODJFS' Office of Workforce Development (OWD), in cooperation with OWT, administers Ohio's workforce development, which delivers programs and services to employers and individuals at the local level through OhioMeansJobs Centers in local workforce development areas under the leadership of local workforce development boards. Programs and services support workers' efforts to obtain employment that will lead to economic self-sufficiency and support employers' efforts to build a skilled and productive workforce and remain viable and competitive in the labor market. These entities have been diligently coordinating their efforts with the state to enhance programs and services, as well as implement the new WIOA law and regulations effectively.

ODJFS and OWT are committed to serving this population of individuals and providing assistance that will enable their successful return to Ohio's workforce. The goal of this Initiative is to further support and supplement the efforts of the local workforce development areas by finding new and innovative strategies to enhance and enrich current practices. Approaches developed from this project will be analyzed and evaluated to possibly be

implemented statewide in the local workforce development areas. Therefore, ODJFS is reaching out to organizations outside the current WIOA and local government structure that offer innovative strategies to engage these unemployed Ohio workers in programs that coordinate services and activities that not only address the barriers to employment, but include “job-ready” activities that will prepare and ultimately place workers into permanent, full-time positions in one or more of the 210 in-demand occupations, as defined in Ohio’s In-Demand Occupations Report.

For purposes of this Initiative, “job-ready” means short-term training and/or specialized services for displaced workers with the basic skills and competencies needed for the vacant positions, but may need refresher training, a minor skills upgrade, or other services to address barriers to employment that will prepare them for successful job placement.

For purposes of this project, “full-time” means participants will be hired directly by the employers (not through temporary agencies) to work regular 40-hour work weeks and receive the same rate of pay and benefits as those received by workers the employer hires through standard hiring practices. Earnings and benefits must be comparable to what each worker was earning prior to displacement.

1.3 Overview of the Project

ODJFS is seeking project applications that outline strategies to:

- A. Identify unemployed individuals who have been out of the workforce for fifteen (15) weeks or longer and are currently receiving unemployment benefits; displaced from a declining industry and are unlikely to return to their former occupation; or are income eligible job seekers 55 and older;
- B. Identify skills gaps and other barriers to employment in occupations that are in-demand; and
- C. Coordinate delivery of short-term services/activities to address the skills gaps and barriers, resulting in the direct placement of these individuals into permanent, full-time positions.

Applicants are to propose short-term projects with the following key components:

- A. Employer engagement – Commitment from at least one (1) employer to hire eligible participants under this Initiative. Employers must have job vacancies in a minimum of one (1) urban region and one (1) rural region and in one of the 210 occupations listed on OhioMeansJobs.com as currently in-demand. It is ODJFS’ intention that the subgrantee will partner with at least one (1) employer for this Initiative; therefore applicants are prohibited from charging fees to the employer for placement services;
- B. Innovative participant outreach and recruitment strategies to engage eligible unemployed individuals;
- C. Job-specific assessments developed with employer input identifying the skills needed for vacant positions to determine suitability for the vacant positions. Participants deemed suitable for those positions will be referred to as “eligible participants”;

- D. Strategies to identify barriers to employment and the programs/services needed to address those barriers;
- E. Job-ready activities that will prepare eligible participants for placement into the vacant positions; and,
- F. Placement of participants into permanent, full-time positions with employers in occupations that are identified on OhioMeansJobs.com as in-demand. Placement may be in a same or similar occupation (unless it is in a declining industry) or in a different occupation in an in-demand industry.

Compensation under the resulting agreement will be performance-based. The subgrantee will receive \$500.00 upon the completion of job-ready activities for each participant, and \$700.00 per participant placed into full-time, permanent employment that meets the criteria in this RFGA agreement. To effectively demonstrate that each participant has secured permanent employment, the subgrantee will receive a payment of \$800.00 per participant who remains employed full-time in the same position at the same rate of pay (not to exclude those who may be promoted) for sixty (60) days after placement. A payment of \$1,100.00 will be issued to the subgrantee per each participant who remains employed for one hundred twenty (120) days. Total compensation payable under this RFGA will not exceed \$500,000.00. Compensation is described in greater detail in Section 4.3 of this RFGA.

ODJFS will verify completion of job-ready activities through Ohio Workforce Case Management System (OWCMS). It will be the responsibility of the subgrantee to submit evidence of placement and retention. ODJFS will determine what form of evidence is acceptable.

Applications must include a schedule that projects the number of participants that will be served and the payment points achieved during each quarter of the project period. See Sections 4.1 and 4.2 for more information on the requirements for the project schedule.

1.4 Objectives of the Project

- A. The primary objective of this Placement Strategies Initiative RFGA is to connect long-term unemployed individuals who have been out of the workforce for fifteen (15) weeks or longer; are displaced from a declining industry; or are income eligible job seekers 55 and older with permanent, full-time jobs in Ohio's In-Demand occupations that will lead to economic self-sufficiency;
- B. The secondary objective is to support the continuous improvement of state and local workforce development systems by:
 - 1. Identifying innovative strategies and promising practices for short-term programs with long-term, positive results that may be incorporated into local workforce development systems. This may include short-term education or job training offered independently or with other services that may be needed to address barriers or to provide workers with an industry-recognized credential sought by employers; and,

2. Identifying services that are needed, but not readily available in certain regions to help ODJFS identify gaps in effective service delivery.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
June 17, 2016	ODJFS releases RFGA on ODJFS and DAS Web Sites; Q&A period opens. - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
June 29, 2016	Applicant Q&A period for applicant questions closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted.
July 13, 2016	Deadline for applicants to submit applications to ODJFS (3 p.m.). - This is the beginning the ODJFS process of application review. LATE APPLICATIONS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
July 18, 2016	ODJFS issues award notification letter (estimated). - Applications submitted in response to this RFGA will be sent letters stating whether their application was selected for award of the grant.
August 1, 2016	Implementation-- State Fiscal Year 17 (estimated--following execution of the subgrant agreement and notification of all and funding approvals). - ODJFS agreements are not valid and effective until the state Office of Budget Management approves the purchase order*.
June 30, 2017	Final reports due
June 30, 2017	Grant agreement expires
July 1, 2017 – June 30, 2019	Possible renewal period.

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

Subject to all applicable approvals, the grant agreement period is expected to run from approximately August 1, 2016, through June 30, 2017. A renewal agreement may be possible for state fiscal years (SFYs) 2018 and 2019 and will be contingent on the subgrantee's performance, success of the project, and availability of funding.

*According to requirements of Section 126.07 of the Ohio Revised Code (ORC), ODJFS contracts, grants, and similar agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). Subgrantees may neither perform work nor submit an invoice for payment for work performed for this project for any time

period prior to the PO approval date. The ODJFS Agreement Manager will notify the subgrantee when the requirements of ORC 126.07 have been met.

2.2 Internet Q&A Period; RFGA Clarification Opportunity

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

- * **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 *JFSR1617158122* 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; and**
- * **Select “View Q and A” near the bottom of the web page.**

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

ODJFS’ responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFGA for public reference by any party. ODJFS will not provide answers directly to the applicants (or any party) that submitted the question. All questions about this RFGA that are submitted in accordance with these instructions will be answered on the RFGA’s dedicated web page.

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

Applications in response to this RFGA are to take into account any information communicated by ODJFS in the Q&A process for the RFGA. It is the responsibility of all applicants to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA.

Requests for copies of any previous RFGAs, RLBs, RFPs, etc. or for past applications, score sheets or agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. ODJFS will only answer those questions submitted within the established time period for the Applicant Q&A process (see Section 2.1, Anticipated Procurement Timetable), and which pertain to issues of RFGA clarity, and which are not requests for public records. ODJFS is under no obligation

to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

2.3 Communication Prohibitions

From the issuance date of this RFGA, until an actual grant is awarded, there may not be communications concerning the RFGA between any applicant which expects to submit an application and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of employment status, who is in any way involved in the RFGA's development or the selection of the subgrantee.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q&A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any applicant which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA, revisions will be sent in writing to all applicants on the original mailing list for the RFGA, as well as anyone participating in the a clarification process conducted pursuant to Section 2.2, Internet Q&A Period; and,
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential applicants for copies of previous RFGAs, past applicant applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 2.3, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet questions for RFGA clarification do not apply to PRRs. The PRR must comply with the following guidelines:

1. The PRR may be filed by a prospective or actual grantee and must be submitted in writing via mail, email or fax and shall contain the following information:
 - a. The name, organization (if applicable), address, telephone and fax number of the requester;
 - b. The specific name and/or number of the past RFGA, application or grant agreement being requested;

2. All requests must be filed at the following location:

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

ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Q&A process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

2.4 Program Resource Library

As previously noted the purpose of this RFGA is to place long-term unemployed individuals into permanent, full-time positions in occupations that are identified as in-demand on the OhioMeansJobs.com In-demand List (link below). Applications must provide data on the participating employers' occupations and on the long-term unemployed population in the regions to be served under the project (see Section 4.1). To assist with this requirement, ODJFS has provided the following links to data sources in addition to federal and state workforce pages:

- A. OhioMeansJobs.com Unemployment Guide for Unemployment Claimants:
<https://jobseeker.ohiomeansjobs.monster.com/Account/UCClaimantsOverview.aspx>
- B. OhioMeansJobs.com JobsOhio In-Demand List for Job Seekers:
<http://jfs.ohio.gov/owd/OmjResources/OccupationsByIndustry.stm>
- C. OhioMeansJobs.com JobsOhio Employment Programs:
<https://jobseeker.ohiomeansjobs.monster.com/Channels/EOMJMY/FindIt/OWT.aspx>
- D. OhioMeansJobs.com In-Demand Information for Workforce Professionals:
<http://jfs.ohio.gov/owd/OMJResources/WorkforcePros.stm>
- E. ODJFS' Labor Market Information site:
<http://ohiolmi.com>
- F. Bureau of Labor Statistics Data Information:
<http://www.bls.gov/data>
- G. JobsOhio site:
<http://jobs-ohio.com/network>
- H. The US Department of Labor Workforce Innovation and Opportunity Act Information Page:
<http://www.doleta.gov/WIOA/>
- I. ODJFS Internet Page for Workforce Professionals:

<http://ifs.ohio.gov/owd/WorkforceProf/WFDtraining.stm>

SECTION III. MANDATORY QUALIFICATIONS, REQUIRED COMPONENTS, ORGANIZATIONAL AND STAFF QUALIFICATIONS

3.1 Mandatory Applicant Qualifications

Applications must address, at minimum, the following qualifications:

- A. Qualified applicants must have a minimum of two (2) years' successful experience with employment—related projects that involve outreach, recruitment, and job placement; and
- B. Applications must include a letter of commitment from at least one (1) employer, in an occupation identified on the OhioMeansJobs In-Demand list that will hire participants into permanent, full-time positions under this Initiative.

3.2 Other Application Components

In addition to the mandatory requirements, applications should include the components and information listed below. Failure to include any or all of the information will negatively impact the Technical Application score.

- A. Applications should include employer and job vacancy details:
 - 1. Employer(s) name, address, name of a contact person, and contact person's telephone and email address;
 - 2. The location and address of the employer's business where the vacant positions are to be filled by eligible participants;
 - 3. A list of job vacancies to be filled through this Initiative, including the job title and pay scale for each position;
 - 4. Labor market data from a credible source that demonstrates the wages paid by the employer for the available positions is comparable to the wages paid by other employers for the same or similar occupations (links to such resources are included in the Resource Library in Section 2.4); and,
 - 5. A description of the activities that the employer will provide in support of the project, which must include, at minimum, hiring and retention.
- B. Applications should demonstrate that the employers' job vacancies are in-demand and included on the OhioMeansJobs In-Demand list of high-growth, high-demand industries.
- C. Applicants should identify the Service Delivery Areas (counties) they will serve under the Placement Strategies Initiative.

3.3 Organizational Experience and Capabilities

Each applicant should provide the following information to demonstrate that the applicant's organization is qualified to successfully perform and meet the objectives of the Placement Strategies Initiative. Applicants should:

- A. Provide an affirmation that applicant's organization has a minimum of two (2) years' successful experience with employment-related projects that involve outreach, recruitment, and job placement;
- B. Provide an example of a similarly sized project successfully completed within the last three (3) years demonstrating expertise in workforce development-related outreach, recruitment, assessment, and job placement, including any notable accomplishments and outcomes. Metrics and statistical information on placement and retention rates must be included. For applicants who complete these types of activities on an ongoing basis, a description of the activities, the amount of time devoted to these activities, and the number of individuals served annually may be submitted in lieu of a project example;
- C. Demonstrate knowledge of, and experience in Ohio's workforce development system and the laws and regulations impacting its operations to be demonstrated via examples of past projects with ODJFS, local workforce development boards, or OhioMeansJobs Centers; and,
- D. If the applicant is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to applicants that are certified in or that partner with the State of Ohio as EDGE or MBE. Please see Attachment C for scoring consideration. In the case of applicants that will partner with EDGE or MBE entity, the application must clearly describe the role of the EDGE/MBE entity in the project and the percentage of work that the MBE entity will perform.

3.4 Staff Experience and Capabilities

To effectively demonstrate the level of expertise and capability of performing the work described in this RFGA, applicants must show that qualified and experienced staff will be assigned to key leadership and/or functional roles to ensure satisfactory performance and outcomes. Applicants should:

- A. Identify, by position and by name, all relevant leadership, program, administrative, and advisory staff for the project, as well as the anticipated percentage of each position's time that will be devoted to the project. To be considered for award, applicants must have, at a minimum, in-house staff qualified to fulfill the roles listed below. Both roles may be filled by one staff member, in which case, the application must still describe experience and functions for each position separately.
 - 1. Project Administrator: Individual authorized to sign agreements on behalf of the subgrantee and who will be responsible for compliance with the terms of the resulting agreement and the satisfactory performance of its staff. Applications must demonstrate that this individual has a minimum of three (3) years' experience in the administration of

employment-related projects. Applications must include a description of the functions the individual will perform in this role to support the project.

2. **Project Manager:** Individual responsible for the routine implementation of outreach, recruitment, and job placement services. Routine activities may include, but will not be limited to, outreach and recruitment activities, coordination of activities with employers or with other local organizations, communication with ODJFS, invoicing, reporting, oversight, etc. Applications must demonstrate that this individual has a minimum of three (3) years' experience in the management of employment-related projects. Applications must include a description of all the activities the Project Manager will perform in support of the project.

- B. Include resume(s) of key staff expected to work on the project and list all the education, qualifications and experience to perform the services described.

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

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

The subgrantee will be required to perform the functions as defined in its application as accepted by ODJFS for implementation under a grant award. Applicants must design and propose plans that would, if implemented, at minimum, address each of the following categories of project activities:

- A. **Employer Engagement**
 1. Routine communication with the participating employer(s) to keep the employer(s) updated on the status of eligible participants' job-readiness and to ensure the employer(s) honors the commitment to hire;
 2. Assistance with registration and posting of the vacant positions in the OhioMeansJobs.com website and the provision of information on the resources the site offers employers;
 3. Coordination with employers on the additional activities, if any, that the employer(s) will conduct in support of the project;
 4. Immediate notification to ODJFS should the employer(s) withdraw from participation or make any changes to the number or type of job vacancies; and,
 5. Timely written requests to ODJFS to engage additional employers in the project should the opportunity arise. The request will include the same employer(s) information required in Section 3.2, A. of this RFGA.
- B. **Outreach, Recruitment, and Registration – Innovative strategies to recruit unemployed individuals currently receiving unemployment benefits who are displaced from a declining industry, are unlikely to return to their former occupation, have been out of the workforce for 15 weeks or longer or are income eligible job seekers 55 and older. The subgrantee will be required to:**

1. Implement proposed strategies to engage qualified unemployed individuals;
 2. Verify participant eligibility;
 3. Educate and inform participants and potential participants of the Placement Strategies Initiative, the goals, the activities that will be conducted in support of the project, and the activities that eligible participants will undertake for placement;
 4. Register participants in the special grants section for this Initiative that will be established in the OWCMS special grants;
 5. Assist participants with the mandated registration, posting a resume, and creating a “backpack”, taking assessments, practice interviewing, entering jobs the participant has applied to, and career profile in the OhioMeansJobs.com system. This includes assistance with updates for the individuals who have existing accounts. The subgrantee will also encourage unemployed individuals deemed ineligible for participation to register in OhioMeansJobs.com and to take advantage of the career tools available on the site;
 6. Track, through OWCMS, the number of participants recruited, the number verified, and the number engaged; and,
 7. Document the effectiveness of each strategy used for outreach and recruitment.
- C. Job-Specific Assessments – Unique assessments developed with employer input identifying the skills needed for the job vacancies that will be filled by participants. Assessments available through OhioMeansJobs.com must be used and tracked through the system. Examples are WorkKeys®, computer literacy, and the use of specific equipment or machines. The subgrantee will be required to:
1. Inform participants that the assessment will serve solely to determine suitability for the specific occupations in which successful candidates will be placed and that further assessments, such as those to identify barriers to employment, will be conducted separately;
 2. Administer and score assessments, notify results to participants and to the employer, and schedule further assessments, at no cost to the participants or to ODJFS;
 3. Follow the priority of service for eligible participants that will be provided by ODJFS at the commencement of project activities;
 4. Track the number of assessments given and the number of individuals who qualified as eligible participants as a result of the assessments; and,
 5. Aggregate analysis of the assessments, including the criteria that disqualified the most individuals, and the educational and employment background of the individuals compared with assessment results. Use the results as a tool to identify additional barriers or skills gaps that need to be addressed.
- D. Identification of Barriers
1. Implement strategies to identify and address barriers to employment. Unemployed individuals deemed unsuitable for placement under this Initiative should not be excluded from activities to identify barriers to employment. However, priority should be given to eligible participants. At a minimum, individuals deemed ineligible should be referred to the local OhioMeansJobs Center or another local organization that can assess barriers;

2. Consult with unemployed individuals on the barriers identified and the available programs and services to address these barriers; and,
3. Collaborate with or provide referrals to local organizations that provide the needed programs and services, excluding staffing agencies, to determine the best combination of services to most effectively address barriers. This includes development of a service delivery plan and schedule maximizing the individual's ability to participate, and allows for the effective delivery of all needed services in the shortest amount of time.

E. Job-Readiness

1. Use the tools available in OhioMeansJobs.com in addition to any of the applicant's own proposed strategies to assess job-readiness. The OhioMeansJobs.com tools the subgrantee will be required to use include, at a minimum:
 - a. Registration;
 - b. Post a resume;
 - c. Create a "backpack;"
 - d. Use OMJ Assessments;
 - e. Practice interviewing tool;
 - f. Enter jobs applied to by the participant; and,
 - g. Create a Career Profile.

Note: All job-readiness activities and assessments completed in OhioMeansJobs.com should be included in participants' backpacks.

2. Categorize participants by level of job-readiness, i.e., the type or amount of services needed based on the minimum education and experience, including any certifications or credentials required for the job vacancies;
3. Develop plans for job-readiness activities to prepare participants for employment. Plans should include schedules to maximize the participants' ability to successfully complete the activities and minimize the amount of time required for completion. The plans and/or schedules may be developed for each category of job-readiness or customized to meet the needs of individual participants;
4. Administer and coordinate job-readiness activities to support the successful completion of activities, in accordance with the schedule;
5. Assess eligible participants' job-readiness upon completion of the activities to determine if they are ready for placement or if additional activities are needed; and,
6. For participants who are not job-ready upon completion of activities, identify the portions of the assessment that participants failed, determine the additional activities and/or services needed, the timeframe for the completion of the additional activities, and provide recommendations to the employer on whether to continue with activities for placement. If placement isn't feasible, refer the participant to the local OhioMeansJobs Center or another local organization for additional assistance.

F. Job Placement

1. Implement strategies to place job-ready participants into permanent, full-time positions in Ohio's In-Demand occupations at the participating employer's place of business as identified in the application; and
2. Verify each participant's permanent, full-time employment status, the pay rates and benefits in comparison to the level each participant earned before displacement and to the level earned by the employer's workers in the same positions.

G. Retention

1. Implement strategies to support the employer, the participants, and the retention goals;
2. Verify that retention goals have been achieved, which will include verification of permanent, full-time status, position, pay, and benefits. ODJFS will instruct the subgrantee on the approved method to verify employment status. Applicants may propose strategies to receive this information;
3. Provide long-term strategies used to retain placement beyond the 180-day retention goal; and,
4. Obtain and report to ODJFS on retention information for the first quarter of 2017.

H. Subgrantee Administrative Responsibilities

To further support the objectives of the Placement Strategies Initiative, the subgrantee will be required to perform the following activities:

1. Data collection – In addition to tracking participants through OWCMS, ODJFS may require the collection and submission of data in other formats to effectively measure performance and outcomes. ODJFS will provide guidance and instruction to the subgrantee prior to commencement of project activities;
2. Reporting – ODJFS will require the submission of progress reports on a bi-weekly basis, including incorporating a mechanism to report progress and non-compliance to the program area. ODJFS will provide instruction and templates for the reporting requirements;
3. Employer and Participant Feedback – The subgrantee will collaborate with ODJFS to solicit feedback from the employer and the participants via the methodologies described in the subgrantee's response to gauge the levels of employer and participant satisfaction with the project results. ODJFS will receive and evaluate the responses directly from the participants and employer(s);
4. Final Report – The subgrantee shall submit of a final report no later than 30 days prior to the end of the project period that includes a summary of the project, the strategies most and least effective, the aspects most favorable to the employer and to the participants, and any other information requested by ODJFS; and,
5. Confidentiality – The subgrantee must communicate the confidentiality restrictions and requirements to applicant's staff, employer's staff, and the staff of all other local organizations that may receive confidential information in the performance of activities or services in support of this Initiative.

4.2 Proposed Work Plan

Applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan in their application submissions:

- A. Outreach and Recruitment Strategies – Outline innovative strategies to identify and engage long-term unemployed workers (as defined in Section 1.3), including:
 - 1. The projected number of unemployed individuals that will be recruited and engaged under this Initiative, broken out by quarters and including a total for the project period;
 - 2. Strategies to inform the target group of the opportunities and assistance available through this Initiative;
 - 3. Strategies to engage the target group in activities offered through this Initiative; and,
 - 4. Methods to ensure that individuals recruited meet the criteria described in Section 4.1, B to be eligible for participation under this Initiative.

- B. Job-Specific Assessments – Outline strategies or methodologies developed with input from the employer to determine each unemployed worker’s suitability for the occupation in which placements will be made under this Initiative. Those deemed suitable will be “eligible participants”.

- C. Barriers to Employment – Outline strategies to identify and address barriers to employment including:
 - 1. Methods to identify the barriers that have prevented unemployed workers (defined in section 1.1) from finding sustainable employment;
 - 2. The types of services needed to address these barriers;
 - 3. The organizations in the applicant’s Service Delivery Area that offer the needed programs and services; and,
 - 4. The needed programs and services not readily available in their Service Delivery Area or those that lack the capacity to meet the demand.

- D. Job-Readiness Activities – Outline strategies for short-term training or specialized services to prepare eligible unemployed individuals for successful placement into the vacant positions offered by the participating employer. As mentioned in Section 4.1, E, the applicant selected for award will be required to use the tools available in OhioMeansJobs.com, in addition to any of the applicant’s strategies to determine job-readiness. This includes:
 - 1. Strategies to categorize eligible participants by the amount or type of services participants need as it relates to the duration of job-readiness activities;
 - 2. Strategies to identify the appropriate combination of activities and services needed by each eligible participant;
 - 3. A description of the activities and the strategies for successful completion of the activities in a short time frame; and,
 - 4. Methods to verify eligible participants’ job-readiness upon completion of activities.

- E. Methods of Referral – Training and services needed by long-term unemployed individuals, including methods to refer:

1. Eligible participants referred to training providers and/or other organizations for specialized services or job-readiness activities not offered by the applicant. All eligible participants must be registered in OWCMS special grants for tracking as described in Section 4.1, B.,6.
 2. Unemployed individuals deemed ineligible for the job vacancies offered through this Initiative to other employers with job vacancies referred to local OhioMeansJobs Centers or other local programs for further assessment and/or job placement assistance.
 3. Unemployed individuals with barriers to employment, regardless of eligibility, referred to the appropriate organizations for the types of services needed to address those barriers if not provided by the applicant.
- F. Project Coordination – Outline strategies and methodologies for the effective and efficient coordination of project activities with the participating employer, the unemployed individuals, and with other organizations that will provide training or services in support of this Initiative (e.g., post-secondary educational institutions, training providers, local OhioMeansJobs Centers, vocational rehabilitation providers, financial counselors, behavioral health centers, etc.).
- G. Placement – Outline strategies to place eligible, job-ready participants into permanent, full-time positions in the participating employer’s business, including the projected number of placements per quarter and for the overall project period. Applicants must complete the job placements directly in order to earn the placement and retention payments under this Initiative. ODJFS will not pay the applicant for placements completed by a third party (OhioMeansJobs Centers, staffing agency, etc.). To ensure maximum participation and retention, projections are subject to the limitations listed in Section 4.3, A., below, which may be negotiable should the subgrantee proposes an alternative formula that projects a greater number of participants being served and retained.
- H. Follow-up/Retention Support – Outline activities or strategies to support eligible participants and employers upon placement to support the participants’ retention.
- I. Timeline – Include an anticipated progression of applicant’s proposed project that must include:
1. Commencement date for outreach and recruitment activities;
 2. Monthly recruitment projections that include a running total and an overall total;
 3. Time limit to schedule recruits for occupation specific assessments;
 4. Time limit for referrals to ensure timely commencement and delivery of needed services;
 5. Timeframe for job-readiness activities broken out by participant category that identifies the number of days/weeks after assessment for activities to commence and the projected duration of activities for each participant category;
 6. Monthly or quarterly placement projections that include a running total and an overall total; and,
 7. The reporting schedule identified in Sections 1.3 and 4.3.

4.3 Subgrantee Compensation Structure

A. Compensation will be performance-based. The subgrantee will be paid on a monthly basis. The actual award amounts will vary depending on the number of projected placements included in each application. Completion of program earnings cannot exceed \$500,000, which is the total amount of funding available for award under this RFGA. As noted in Section 1.3, the projected number of placements will be subject to the limitations described below:

1. \$500.00 per participant upon the completion of job-readiness activities;
2. \$700.00 per participant upon verified placement into permanent, full-time employment that meets the criteria listed in this RFGA and in the resulting agreement;
3. \$800.00 per participant upon verification that employment has been retained for sixty (60) days after placement; and,
4. \$1,100.00 per participant upon verification that employment has been retained for one-hundred twenty (120) days after placement.

Participation Parameters			
Payment Point	Maximum # of Participants	Payment Per Participant	Maximum Payment
Registration in OhioMeansJobs.com and Completion of Job-Readiness Activities	400	\$500.00	\$200,000.00
Placement into Employment	195	\$700.00	\$136,500.00
Participant Retains Employment for 60 Days	115	\$800.00	\$92,000.00
Participant Retains Employment for 120 Days	65	\$1,100.00	\$71,500.00
Maximum Totals		\$3,100.00	\$500,000.00

- B. Compensation will be exclusively for achievement of the payments points listed in Paragraph A, above. ODJFS will not reimburse the subgrantee for administrative, indirect, travel, or other costs incurred in the performance of activities under the subgrant agreement.
- C. Although matching or leveraging additional funds are not required, it is ODJFS’ expectation that the subgrantee will partner or network with local service and training providers to ensure that unemployed workers are effectively served under this Initiative.
- D. ODJFS prohibits applicants from charging fees to the employer(s) or to the unemployed individuals for services provided under this Initiative.

SECTION V. CONDITIONS AND OTHER REQUIREMENTS

5.1 Interview

ODJFS reserves the right to select from responding applicants for interviews and may not interview all applicants submitting applications. The applicant shall bear all costs of any scheduled interview.

5.2 Start Work Date

The applicant selected for award must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The subgrantee will be notified by the ODJFS Agreement Manager when work may begin. ODJFS will not compensate the subgrantee for the completion of any job-readiness activities, placements, or retention goals achieved prior to such notice.

5.3 Application Costs

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

5.4 Trade Secrets Prohibition; Public Information Disclaimer

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

All applications and any other documents submitted to ODJFS in response to any RFGA, RLB, etc., shall become the property of ODJFS. After the selection of the applicant that will receive a subgrant as a result of this RFGA process, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term "application" shall mean both the Technical Application and the program budget submitted by the applicant and any attachments, addenda, appendices, or sample products.

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

5.5 Grant Agreement Requirements

- A. The applicant selected for award as a result of this RFGA will be considered the subrecipient ("subgrantee") of federal funds. ODJFS will initiate the process to execute an agreement with the subgrantee upon the conclusion of the protest period and the resolution of any protests (see Section 8.1).
- B. The subgrantee will be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- C. As a condition of receiving a grant award from ODJFS, the subgrantee shall certify compliance with any court order for the withholding of child support that is issued pursuant to ORC Sections 3119, 3121, 3123, and 3125. The subgrantee must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency to ensure that any and all child support obligations established under state law are met;

- D. The subgrantee agree to be monitored by ODJFS staff as needed; and
- E. By signing an agreement with ODJFS, the subgrantee agrees that all necessary insurance is in effect.

5.6 Applicant Subrecipients

Due to the performance-based nature of this RFGA, it is ODJFS' expectation that the applicant selected for award will complete the activities described herein and will not pass funds through to another entity for performance.

5.7 Public Release of Records

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

5.8 Confidentiality

All agreements will require that the subgrantee maintain the confidentiality of information and records that state and federal laws, rules, and regulations require to be kept confidential. The agreement will identify the requirements and restrictions with respect to the use and handling of confidential data.

5.9 Ethical and Conflict of Interest Requirements

- A. No individual, company or organization seeking an award of ODJFS funds 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 individual, company or organization seeking an award of ODJFS funds will solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any individual, company, or organization acting on behalf of ODJFS, or that is operating a program or performing activities with funding providing by ODJFS shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any ODJFS grantee, contractor, subgrantee, or subcontractor or any of their employees, partners, or subcontractors/subgrantees that violates the requirements and prohibitions defined here or prescribed in ORC 102.04 is subject to termination of the agreement or refusal by ODJFS to execute an agreement; and
- D. ODJFS employees and any individual or organization that violates ORC Sections 102.03, 102.04 2921.42 or 2921.43 may be prosecuted for criminal violations.

5.10 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the subgrantee, will be required to comply with Title 42 Sections 1320d through 1320d-8 of the United States Code (USC), and the implementing regulations at Title 45 Parts 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of

protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the subgrantee 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 subgrantee can reasonably anticipate HIPAA language in the contract that results from this RFGA.

5.11 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 22.17, in which “the United States Government has adopted a zero tolerance policy regarding trafficking in persons.” The provisions found in 48 CFR 52.2, specifically Subpart 52.222-50, will be incorporated into the resulting agreements by reference.

5.12 State Contracts

Applicants must list any current contracts the applicant 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. Applicants must complete a copy of the Required Applicant Information and Certifications Document (provided as Attachment A) to report this information and include the completed document in the applicant’s response as specified in Section 6.3, of this RFGA.

5.13 Key Personnel

ODJFS may 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.

5.14 Waiver of Minor Application Errors

ODJFS may, at its sole discretion, waive minor errors or omissions in applicants’ Technical Application and/or Cost Proposals or forms when those errors do not unreasonably obscure the meaning of the content.

5.15 Application Clarifications

ODJFS reserves the right to request clarifications from applicants of any information in their Technical Applications and/or Cost Proposals or forms, and may request such clarification as it deems necessary at any point in the application review process.

5.16 Contractual Requirements and Prevailing Wage Requirements

Any grant award resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model grant, which is provided as Attachment B. to this RFGA. Potential applicants are strongly encouraged to read the model grant and to be fully aware of ODJFS’ contractual requirements. Additionally, the selected subgrantee will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

5.17 Unresolved Findings for Recovery (ORC 9.24)

ORC 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 an application, the applicant 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 RFGA, without notifying ODJFS of such finding. ODJFS will review the Auditor of State’s website prior to completion of evaluations of applications submitted pursuant to this RFGA. ODJFS will not evaluate an application from any applicant whose name, or the name of any of the subcontractors proposed by the applicant, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

5.18 Mandatory Contract Performance Disclosure

Each application must disclose whether the applicant’s performance 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 RFGA 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, applicant shall fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action that results 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 an applicant from consideration, at the sole discretion of ODJFS, such claims and a review of the background details may result in a rejection of the application. 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 applicant’s performance of the work, and the best interests of ODJFS.

5.19 Mandatory Disclosures of Governmental Investigations

Each application must indicate whether the applicant has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to applicant’s performance of services similar to those described in this RFGA. If any such instances are disclosed, applicant 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 applicant by the governmental agency. While disclosure of any governmental action in response to this section will not automatically disqualify an applicant from consideration, such governmental action and a review of the background details may result in a rejection of the application 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 applicant’s performance of the work, and the best interests of ODJFS.

5.20 Mandatory Disclosures of Work Location

Applications must explicitly state the location(s) (city, county, state) where work described in this RFGA would be performed.

5.21 Applicant Selection Restriction

Any applicant deemed not responsible, or submitting a response deemed not to be responsive to the terms of this RFGA, shall not be awarded the resulting subgrant.

5.22 Prohibition Against Services Performed Outside the United States

All applicants seeking an award of an ODJFS grant 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 Applicant Information & Certifications Documents," provided as Attachment A, Section II., to this RFGA. The entire form must be printed, completed, and signed by the interested applicant's authorized representative, and returned to ODJFS as a component of the applicant's Technical Application. Failure to properly complete Attachment A. will result in the disqualification of the applicant's response from consideration.

5.23 Applications Submissions as Public Record

Applicants will be required to attest in Attachment A., Section I., Item #15 that no information included in their application is confidential and/or a trade secret (defined in Sections 5.4, and 6.3 of this RFGA) and will be posted in its entirety on the internet for public viewing, or otherwise publicly released. Following submission to ODJFS, all applications submitted will become part of the public record. The applicant affirms sole responsibility for any and all information disclosed in the application and any or all information released by ODJFS in any public records requests.

SECTION VI. APPLICATION FORMAT & SUBMISSION

6.1 Application Submission Information

A. Submission deadline:

1. The application must be prepared and submitted in accordance with instructions found in this section. Applicants are to submit six (6) hard copies of the entire application, and one (1) additional copy of the entire application, on a CD-ROM, in non-rewriteable CD format. One of the hard copies should be identified as the "original" containing the original signatures of all forms and letters. The requested CD will be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is mandatory for all ODJFS RFGAs as the agency lessens its dependence upon paper records. Applications must be received by the ODJFS, Office of Contracts and Acquisitions, **no later than 3 p.m., July 13, 2016.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

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

2. For hand delivery on the due date, applicants are to allow sufficient time for downtown delivery (address as stated above) and security checks at the building entrance and again on the 31st Floor. All applications hand-delivered on the due date will be accepted at the ODJFS Bid Room which is managed by the Office of Contracts and Acquisitions on the 31st Floor of the Rhodes Tower.
 3. All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.
- B. Acceptance of terms: Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the agreement between ODJFS and the applicant selected.

6.2 Required Components and Page Limits

Applicants are required to comply with the following page limits for the listed application sections. Failure to comply with these limits will negatively impact in their evaluation score. The section page limits are as follows:

- A. Identification of the counties in the applicant's Service Delivery Area – No more than one-half page
- B. Employer and Occupation/Industry Information – No more than three (3) pages
- C. Outreach and Recruitment Strategies – No more than three (3) pages
- D. Occupation-specific Assessment – No more than one (1) page
- E. Strategies for Barriers to Employment – No more than three (3) pages
- F. Job-Readiness – No more than three (3) pages
- G. Methods of Referral – No more than two (2) pages
- H. Project Coordination – No more than two (2) pages
- I. Placement – No more than one (1) page
- J. Follow-up/Retention Support – No more than one (1) page
- K. Timeline – No more than one (1) page
- L. Budget – No more than one (1) page
- M. Employer Letter of Commitment – No page limit

6.3 Format for Organization of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART), an application must be prepared as described in this section. The application must contain all the information specified and

requested for each of the components listed in Section 6.2, above, and the requirements of this Section to be accepted.

The application must be typed, double-spaced, in 12 point font with 1" margins and must contain the following components (organized in 6 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices that include information/materials that was/were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 6) to 50 pages. All pages are to be sequentially numbered.

Applicants must organize their application in the following order:

Tab 1 Required Applicant Information and Certifications Document (RFGA Attachment A)

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

Tab 2 Mandatory Qualifications and Other Application Components

- Sub-Tab 2a.** Applicant Organizational Status and Experience (Section 3.1, A)
- Sub-Tab 2b.** Letter of Commitment (Section 3.1, B)
- Sub-Tab 2c.** Employer Information (Section 3.2, A)
- Sub-Tab 2c.** Occupation/Industry Information (Section 3.2, B, C)

Tab 3 Required Components

- Sub-Tab 3a.1** Outreach and Recruitment strategies (Section 4.2, A)
- Sub-Tab 3a.2** Job-Specific Assessments (Section 4.2 B)
- Sub-Tab 3b.** Strategies for Barriers to Employment (Section 4.2, C)
- Sub-Tab 3c.** Job-Readiness Activities Strategies (Section 4.2, D)
- Sub-Tab 3d.** Methods of Referral and Coordination of Activities (Sections 4.2, E-F)
- Sub-Tab 3e.** Placement and Retention Support (Sections 4.2 G-H)

Tab 4 Timeline (Section 4.2, I)

Tab 5 Optional – To be used at applicant's discretion, including attachments, appendices, or additional explanatory materials may be provided here (for example, excerpts or samples of work products).

Tab 6 Cost Proposal Form

Applicants are to complete the Cost Proposal Form, provided as Attachment D. to this RFGA according to instructions, sign it, and submit it fully completed. Compensation will be exclusively for achievement of the

payments points listed in Section 4.3, A. ODJFS will not reimburse the subgrantee for administrative, indirect, travel, or other costs incurred in the performance of activities under the subgrant agreement.

IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS: The Technical Application, which is defined as any part of the application, such as work plan, resumes, letters of recommendation, etc., whether required by ODJFS or sent at applicant's discretion, may be disqualified by ODJFS for consideration if it contains:

1. Any trade secret, proprietary, or confidential information found anywhere in an application shall result in immediate disqualification of that application.

SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION

7.1 Scoring of Applications

ODJFS will contract with a subgrantee that best demonstrates the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Cost Proposal Form. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS, OWD and/or their designees. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and subgrantee selection process. Final selection will be based upon the criteria specified in Sections III. and IV. of this RFGA. Any applications not meeting the requirements contained in those sections will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any grant applicant or to the public. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass all Phase I. Review. Any “no” for any Phase I. criteria as identified on the score sheet will eliminate an application from further consideration.

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

The ART will then collectively score those qualifying Technical Applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections III. and IV. of this RFGA. Using the score sheet for Phase II scoring (see Attachment C of this RFGA for specific evaluation criteria), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Application.

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

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

If the Cost Proposal of any technically qualifying applicant (as determined by the scoring process described in this section) is not compliant with the funding guidelines for this project, ODJFS may, at its sole discretion, negotiate for a revised Cost Proposal. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS need to adjust the scope of the project for which this RFGA is released.

7.2 Final Selection

The ART may recommend one submission for selection, but reserves the right to award a second grant should another applicant offer an innovative and promising approach to job placement that supports the purpose of the Placement Strategies Initiative. ODJFS is under no obligation to issue agreements as a result of this or any solicitation if, in the opinion of ODJFS and the application review team, applications are not responsive to the objectives and needs of ODJFS, or if an insufficient number of applicants are deemed responsive. After issuance of any award notification, ODJFS reserves the right to rescind the award and choose the next most responsive applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable agreement.

SECTION VIII. PROTEST PROCEDURE**8.1 Protests**

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

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

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or

should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.

2. If the protest relates to the announced intent to award, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the ODJFS' intent to make the award. The date on these ODJFS letters 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, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the ODJFS Director determines that a delay will severely disadvantage the agency. The applicant(s) selected for award shall be notified of the receipt of the protest.
 - F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest whether the protest will be considered.

8.2 Caveats

ODJFS reserves the right not to select any applicants should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All applicants have the responsibility to check the website for changes without further notice by ODJFS. After issuance of any award notification, ODJFS reserves the right to rescind the award and choose the next most responsive applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable agreement.

SECTION IX. ATTACHMENTS AND THEIR USES

Attachments:

- A. Required Applicant Information and Certifications (*To be completed & included in application packet as specified in Sec. 6.3*)
- B. ODJFS Model Subgrant Agreement (*For general reference purposes only; actual agreement may differ*)
- C. Technical Application Score Sheet (*For applicant self-evaluation purposes...do not submit*)
- D. Cost Proposal Form (*To be completed & included in application as specified in Sec. 6.3.*)

Thank you for your interest in this project.

Attachment A

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

Section I – Required Grantee Information

Section II - Location of Business Form

Attachment A—Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

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

Instructions: Provide the following information regarding the applicant organization submitting the application. Applicants may either print this attachment, complete and sign it, or may provide the required information and certifications (each fully re-stated from this attachment) on their letterhead as the opening pages of their

applications. It is mandatory that the information provided is certified with an original signature (in blue ink, please) from a person with authority to represent the applicant. Applicants are to provide the completed and signed information and certifications as the cover pages of their original proposal submitted to ODJFS.

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

Applicants must provide all information

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

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

9. Mandatory Grantee Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

Total number of grants: _____

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

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

State Agency/Educational Institution: _____
Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

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

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

Attachment A —Section II.

Location of Business Form

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

1. Principal location of business of Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized to
sign on behalf of entity

City, State, Zip

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

G-1617-00-0000

RECITALS:

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

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

SUBGRANTEE's **unique identifying number** is _____.

The Subgrant is made pursuant to the **Federal Award Title**, awarded by the United States Department of Labor (DOL), on **Federal Award Date** for the performance period of _____ to _____.

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

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

The Catalogue of Federal Domestic Assistance (CFDA) name and number is _____ and _____.

The Federal Award Identification Number (FAIN) is _____.

This Agreement is not for research and development purposes.

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

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

DEFINITIONS

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

- B. For the purposes of this Agreement, the terms “federal awarding agency,” “equipment,” “real property,” “recipient,” “subaward,” “subrecipient,” “supplies,” “suspension and debarment,” and “termination” have the same meanings as provided in 2 CFR Part 200, adopted by the DOL with exceptions see 2 CFR 2900.4.

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

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

INSERT SPECIFIC DELIVERABLES

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

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from Start Date, or upon signature of the Director of ODJFS or upon issuance of the State of Ohio purchase order, whichever is later, through End Date, unless this Agreement is suspended or terminated prior to the expiration date. This Agreement may be renewed through June 30, 201X, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to SUBGRANTEE if ODJFS decides to renew this Agreement. SUBGRANTEE will not obligate resources in anticipation of a renewal until notice is provided.
- B. It is expressly understood by both ODJFS and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

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

The maximum non-federal funding provided by ODJFS, included in the total amount above, is [SFY1 Dollar Amt] and 00/100 Dollars (\$SFY1) for State Fiscal Year 201X and [SFY2 Dollar Amt] and 00/100 Dollars (\$SFY2) for State Fiscal Year 201X.

[SUBGRANT MATCH]

[SUBGRANTEE shall provide allowable non-federal share of all costs, including cash, allowable in-kind contributions and certified private match, in the maximum amount of _____ and 00/100 Dollars (\$_____) in SFY 2016 and _____ and 00/100 Dollars (\$_____) in SFY 2017.]

[SUBGRANT ADVANCE]

B. Payment:

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

[BUDGET REALLOCATION]

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

[INDIRECT COST RATE]

- D. SUBGRANTEE shall provide for allowable costs in accordance with the indirect cost rate. The federally approved indirect cost rate for the federal award for this Agreement is _____. OR The federally approved indirect cost rate negotiated between the federal government and SUBGRANTEE is _____. OR The indirect cost rate for this Agreement is a de minimis indirect cost rate of 10%, as defined in 2 CFR 200.414. OR The indirect cost rate negotiated between ODJFS and SUBGRANTEE is _____.

[TRAVEL REIMBURSEMENT]

- E. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY 201X and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY 201X, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. SUBGRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- F. Compensation will be made as reimbursement for actual, allowable expenditures incurred [per Deliverable] [hourly] and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget [or cost proposal] as follows [or as attached].

G. SUBGRANTEE will submit one copy of a detailed invoice on a **monthly/quarterly/one-time** basis to ODJFS, Agreement Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:

1. SUBGRANTEE's name, complete address, and federal tax identification number;
2. Agreement number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, 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 Agreement;
5. Description of Subgrant activities performed during the billing period;
6. Receipt or other proof of cost;
7. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
8. Other documentation requested by the ODJFS Agreement Manager.

H. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 2 CFR Part 2900 as well the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:

1. **Standards for financial and program management.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 2 CFR Part 200 Subpart D and E, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Effective internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation and cash management; and
 - f. Written procedures to implement the requirements of 2 CFR 200.305 Payment; and
 - g. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 Subpart E and the terms and conditions of the Federal award.
2. **Period of Performance and Closeout.** Pursuant to 2 CFR 200.309, 2 CFR 200.343 and 2 CFR 2900.15, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third party in-kind contributions, as provided in 2 CFR 2900.8 and 2 CFR 200.306, and subject to the qualifications, exceptions, and requirements of that section.
4. **Program Income.** Program income, as defined in 2 CFR 200.307, must be used as specified in this section and the federal grant award.

5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 2 CFR 200.311.
 6. **Intangible Property.** If SUBGRANTEE is authorized to use Subgrant funds for the development of intellectual property, the intellectual property developed shall be governed by the provisions in 2 CFR 2900.13, 2 CFR 200.315 and terms of this Agreement.
 7. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 2 CFR 200.313.
 8. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 2 CFR 200.314.
- I. SUBGRANTEE expressly understands that ODJFS will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- J. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. SUBGRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- K. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 2 CFR Part 2900 and OMB Omni-Circular, 2 CFR 200.501. SUBGRANTEE must have an entity-wide single audit. SUBGRANTEE must send 1 copy of every audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
1. Proper identification of federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
 4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
 5. Preparation of appropriate financial statements, including a schedule of federal award expenditures in accordance with 2 CFR 200.510;

6. Promptly follow up and take corrective action on audit findings that include the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provision of Sections A or B above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
 1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by SUBGRANTEE; or
 3. SUBGRANTEE has violated any provision of ARTICLE IX.Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
 1. Cease performance of the suspended or terminated Subgrant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities, and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

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

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

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

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

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

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3 year period if the action is resolved prior to the end of the 3 year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is [INSERT RECORDS SCHEDULE] [DO NOT INCLUDE IN THE AGREEMENT-- Must be a minimum of 3 years, 2 CFR 200.333]. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If SUBGRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, SUBGRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d through 1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. **It is agreed that line item budget modifications may be made, in writing, upon approval ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of ODJFS. SUBGRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to

provide for any ODJFS obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.

C. **Subawards.**

1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201.
2. **Suspension and Debarment.** As provided in 2 CFR 200.205, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs and must comply with 2 CFR Part 180.
3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 2 CFR 200.320 and 2 CFR 415.1. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.328.

D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:

1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year. One copy of every audit report must be sent to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and

9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio. **[DELETE IF STATE OR COUNTY AGENCY]**
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations

pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. **Fair Labor Standards and Employment Practices.**

- a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Agreement, SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interest Laws.**

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. SUBGRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Agreement exceeds One Hundred Thousand and 00/100

Dollars (\$100,000.00), SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.

- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.
5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[PUBLIC UNIVERSITY] SUBGRANTEE, a public university, certifies that by executing this Agreement, it has reviewed and understands ODJFS' obligation under Governor's Executive Order 2011-12K, and will perform no services required under this Agreement outside of the United States. [DELETE a, b, c, d]

 - a. [PRIVATE ENTITY/OTHER] SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
 - (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for SUBGRANTEE and all subcontractors.

- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to ODJFS all funds paid for those services.

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

- 11. **[Public/Gov't Entity] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect, or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
 - c. SUBGRANTEE agrees that it shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
 - d. ODJFS has the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and ODJFS may implement Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
- 11. **[PRIVATE ENTITY] Combating Trafficking in Persons.**
 - a. SUBGRANTEE agrees that it is in compliance with the Trafficking Victims Protection Act as amended (22 USC 7104), see 2 CFR Part 175, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 2 CFR Part 175, are hereby incorporated into this Agreement by reference.
 - b. SUBGRANTEE, its employees, its subgrantees, its subcontractors, or subcontractors' employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
 - (2) Procuring commercial sex acts during the period of performance of the Agreement; or
 - (3) Using forced labor in the performance of the Agreement.
 - c. SUBGRANTEE agrees that it shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph; and
 - d. ODJFS has the right to immediately and unilaterally terminate this Agreement, without penalty, if any provision in this Section is violated. ODJFS may implement Section 106 (g)

of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.

12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
16. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE X. BUSINESS CONTINUITY PLAN

- A. SUBGRANTEE recognizes that certain services under this Agreement are vital to ODJFS and must be continued without interruption. SUBGRANTEE shall be prepared to continue providing such services identified by ODJFS, during periods of disaster, crisis, or other unexpected break in services based upon a Business Continuity Plan (Plan). SUBGRANTEE is required to implement and maintain a sustainable Plan throughout the term of this Agreement, and provide the Plan to ODJFS upon request. The Plan will, at a minimum:
 1. Enable continued performance under this Agreement in the event of a disaster or other unexpected break in services; and
 2. Ensure the continuity for identified vital services and supporting facilities.
- B. For purposes of this Article, the term "disaster" means an unanticipated incident or event, including, but not limited to, force majeure events, technological accidents or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption; or causes data loss, property damage or other business interruption without any prediction for recovery within a commercially reasonable time period.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal

Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **[PRIVATE ENTITY] Limitation of Liability.** To the extent allowable by law, SUBGRANTEE agrees to defend, indemnify and hold ODJFS, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorney's fees) or claims for personal injury, property damage, patent and copyright infringement, and any other type of claim that arises from the performance of the Deliverables under this Agreement. SUBGRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. Subject to ORC 109.02, SUBGRANTEE agrees to defend ODJFS against any such claims or legal actions if called upon by ODJFS to do so.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **[PRIVATE ENTITY] Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims

and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.

- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XII. CONSTRUCTION

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

Signature Page Follows:

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ATTACHMENT C
RFGA#: R1617158122
Technical Application Score Sheet

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

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

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFGA Section Reference	YES	NO
1	Was the applicant’s application received by the deadline as specified in the RFGA?	2.1		
2	Did the applicant submit a response comprised of a Technical Application and a Cost Proposal Form?	6.3		
3	Does the application includes all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A. to the RFGA?	6.3		
4	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	5.19		
5	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	5.17		
6	Does the applicant have a minimum of two (2) years successful experience with employment— related projects that involve outreach, recruitment, and job placement?	3.1. A.		
7	Does the application include a letter of commitment from at least one employer, in an occupation identified on the OhioMeansJobs In-Demand list that will hire participants into permanent, full-time positions under this initiative?	3.1. B.		
8	Is the application free of trade secrets, proprietary and confidential information?	5.4, 5.23, 6.3		

Has the applicant proposed any changes to the ODJFS model subgrant agreement attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on an applicant’s score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model subgrant agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a subgrant agreement /may result in the disqualification of the applicant. See Section 8.2, Caveats, and Section 5.5, Grant Agreement Requirements for more details.	Yes; changes proposed?	No changes proposed?
If changes were proposed by this applicant, are those changes such that ODJFS disqualifies applicant?	Disqualified	NOT Disqualified

PHASE II: Criteria for Scoring of Technical Application

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

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

Technical Performance Scoring Definitions:

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

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

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

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

A Technical Application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The ART will collectively score each individual qualifying application. Technical Applications which do not meet or exceed a total score of at least **266** points (a score which represents that the selected applicant has the capability to successfully perform the project) out of a maximum of **350** points, will be disqualified from further consideration. Only those applicants who’s Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the Technical Application Score Sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
REQ. APPLICANT INFO. & CERTIFICATIONS							
1	The applicant has included, properly completed and signed, the Required Applicant Information & Certifications as specified in the RFGA.	6.3	1				
	Has the applicant provided, in addition to the letter of commitment, the following requirements: a. Employer(s) name, address, name of a contact person, and contact person’s telephone and email address; b. The location and address of the employer’s business where the vacant positions are to be filled by eligible participants; c. A list of job vacancies to be filled through this initiative, including the job title and pay scale for each position; d. Labor market data from a credible source that demonstrates the wages paid by the employer for the available positions is comparable to the wages paid by other employers for the same or similar occupations (links to such resources are included in the Resource Library in Section 2.4); and, e. A description of the activities that the employer will provide in support of the project which must include at minimum hiring and retention.	3.2, A	3				
2	The applicant has demonstrated that the employers’ job vacancies are in-demand and included on the OhioMeansJobs In-Demand list of high-growth, high demand or industries.	3.2, B	2				
	The applicant has identified the Service Delivery Areas (counties) they will serve under the Placement Strategies Initiative.	3.2, C	1				
APPLICANT QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
3	The applicant has a minimum of two (2) years’ successful experience with employment-related projects that involve outreach, recruitment, and job placement.	3.3, A.	1				
4	The applicant has provided an example of a similar sized project successfully completed within the last three (3) years that demonstrates expertise in workforce development-related outreach, recruitment, assessment, and job placement—including any notable accomplishments and outcomes. For applicants who complete these types of activities on an ongoing basis, a description of the activities, the amount of time devoted to these activities, and the number of individuals served annually may be submitted in lieu of a project example.	3.3, B.	1				
5	The applicant has included metrics and statistical information on placement and retention rates. For applicants that complete these types of activities on an ongoing basis, a description of the activities,	3.3, B.	3				

	the amount of time devoted to these activities, and the number of individuals served annually may be submitted in lieu of a project example.						
6	The applicant has demonstrated knowledge of, and experience in Ohio's workforce development system and the laws and regulations impacting its operations to be demonstrated via examples of past projects with ODJFS, local workforce development boards, or OhioMeansJobs Centers.	3. 3, C.	1				
STAFF EXPERIENCE & CAPABILITIES							
7	The applicant has identified, by position and by name, all relevant leadership, program, administrative, and advisory staff for the project as well as the anticipated percentage of each position's time that will be devoted to the project.	3. 4 A.	1				
8	The applicant has at a minimum, in-house staff qualified to fulfill the roles listed: Project Administrator: Applications must demonstrate that this individual has a minimum of three (3) years' experience in the administration of employment-related projects. Applications must include a description of the functions the individual will perform in this role to support the project. Project Manager: Applications must demonstrate that this individual has a minimum of three (3) years' experience in the management of employment-related projects. Applications must include a description of all the activities the Project Manager will perform in support of the project.	3. 4, A 1. & 2.	2				
9	The applicant has included resume(s) of key staff expected to work on the project and list all the education, qualifications and experience to perform the services described.	3. 4, B.	1				
ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
PROPOSED WORK PLAN							
10	The applicant has provided a narrative or technical approach for Outreach and Recruitment to identify and engage long-term unemployed workers, including: 1. The projected number of unemployed individuals that will be recruited and engaged under this Initiative, broken out by quarters and including a total for the project period; 2. Strategies to inform the target group of the opportunities and assistance available through this Initiative; 3. Strategies to engage the target group in activities offered through this Initiative; and, 4. Methods to ensure that individuals recruited meet the criteria described in Section 4.1, B to be eligible for participation under this Initiative.	4. 2, A.	2				
11	The applicant has provided a narrative or technical approach for Job specific assessments that include strategies or methodologies, with input from employer to determine each unemployed workers suitability for the occupation in which placements will be made.	4. 2, B.	3				
12	The applicant has provided a narrative or technical approach for Barriers to Employment – Strategies to identify and address barriers to employment, including: 1. Methods to identify the barriers that have prevented unemployed workers (defined in section 1.1) from finding sustainable employment; 2. The types of services needed to address these barriers; 3. The organizations in the applicant's Service Delivery Area that offer the needed programs and services; and, 4. The needed programs and services not readily available in a Service Delivery Area or those that lack the capacity to meet the demand.	4. 2, C.	2				
13	The applicant has provided a narrative or technical approach for Job-Readiness Activities – Strategies for short-term training or specialized services to prepare eligible unemployed individuals for successful placement into the vacant positions offered by the participating employer, including: 1. Strategies to categorize eligible participants by the amount or type of services participants need as it relates to the duration of job-readiness activities; 2. Strategies to identify the appropriate combination of activities and services needed by each eligible participant; 3. A description of the activities and the strategies for successful completion of the activities in a short time frame; and, 4. Methods to verify eligible participants' job-readiness upon	4. 2, D.	3				

	completion of activities.						
14	The applicant has provided a narrative or technical approach for Methods of Referral - training and services needed by long-term unemployed individuals, including methods to refer regardless of eligibility, including: 1. Eligible participants referred to training providers and/or other organizations for specialized services or job-readiness activities not offered by the applicant. All eligible participants must be registered in OWCMS special grants for tracking as described in Section 4.1, B.,6. 2. Unemployed individuals deemed unsuitable for the job vacancies offered through this Initiative to other employers with job vacancies referred to local OhioMeansJobs Centers or other local programs for further assessment and/or job placement assistance. 3. Unemployed individuals with barriers to employment, regardless of eligibility, referred to the appropriate organizations for the types of services needed to address those barriers if not provided by the applicant.	4. 2, E.	1				
15	The applicant has provided a narrative or technical approach for Project Coordination - effective and efficient coordination of project activities with the participating employer, the unemployed individuals, and with other organizations that will provide training or services in support of this initiative.	4. 2, F.	1				
16	The applicant has provided a narrative or technical approach for Placement - to place eligible, job-ready participants into permanent, full-time positions in the participating employer's business, including the projected number of placements per quarter and for the overall project period.	4. 2, G.	1				
17	The applicant has provided a narrative or technical approach for Follow-up and Retention Support - to support eligible participants and employers upon placement to support the participants' retention.	4. 2, H.	3				
18	The applicant has provided a Timeline – The anticipated progression of applicant's proposed project that must include: 1. Commencement date for outreach and recruitment activities. 2. Monthly recruitment projections that include a running total and an overall total. 3. Time limit to schedule recruits for occupation-specific assessments. 4. Time limit for referrals to ensure timely commencement and delivery of needed services. 5. Timeframe for job-readiness activities broken out by participant category that identifies the number of days/weeks after assessment for activities to commence and the projected duration of activities for each participant category. 6. Monthly or quarterly placement projections that include a running total and an overall total. 7. The reporting schedule identified in Section 4.1, H, 2.	4. 2, I.	2				
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 applicant's response proceed to the Phase III evaluation of its Project Budget? (Applicant's Grand Total Technical Score must be at least 266 points.)

Yes _____

No _____

(If "No," applicant's Project Budget will not be opened.)

PHASE II B.— Additional Consideration		RFP Sec. Ref.	N O	YES (+10 pts.)
1.	MBE-EDGE Applicant --Has the applicant provided evidence that they are an MBE-EDGE	3. 3, D.		

entity?			
	PHASE II. B. TOTAL POINTS: [10 max. allowable points]		
	APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase II B. pts.]:		

ATTACHMENT D: Cost Proposal Form

Page 1 of 1

Payment Points Sec. 4.3	Number of Proposed Participants	SFY 2017 1 st Quarter July - September 2016	SFY 2017 2 nd Quarter October – December 2016	SFY 2017 3 rd Quarter January – March 2017	SFY 2017 4 th Quarter April – June 2017	Total Deliverable Cost for SFY 2017
Registration in OhioMeansJobs.com and completion of Job-Readiness Activities		\$	\$	\$	\$	\$
Placement into employment		\$	\$	\$	\$	\$
Participant retains employment for 60 days		\$	\$	\$	\$	\$
Participant retains employment for 120 days		\$	\$	\$	\$	\$
Total Participants to be Served						
SFY 2017 1st Quarter Total		\$				
SFY 2017 2nd Quarter Total			\$			
SFY 2017 3rd Quarter Total				\$		
SFY 2017 4th Quarter Total					\$	
SFY 2017 Grand Total						\$