Ohio Department of Developmental Disabilities

Request for Proposal (RFP)

Master Coach: Early Intervention Provider

Applications must be received no later than 4:00 p.m., February 16, 2011

This RFP will be posted February 9, 2011 to: http://procure.ohio.gov/proc/searchProcOpps.asp
(Miscellaneous Services and Administration)
All questions must be posted to this site, and will be answered there as well.

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Background: The Ohio Department of Developmental Disabilities (DODD) is responsible for overseeing a statewide system of supports and services for people with developmental disabilities and their families. The mission of the DODD is continuous improvement of the quality of life for Ohio's citizens with developmental disabilities and their families.

In collaboration with the Ohio Department of Health, Part C lead agency, DODD, the Early Childhood Cabinet, the Help Me Grow Advisory Council (ICC) and other stakeholder groups have been reviewing research and practice guidelines, soliciting grants and training opportunities and making recommendations about changes to the Part C system in Ohio. Recommendations include:

A. All EI/Part C Services will be strength and relationship-based.
B. Assure that every family and their child who is eligible for Part C/EI services has access to federally mandated, evidence-based EI services through a core team of professionals.
C. Develop a system to ensure family accessibility to core team services, regardless of the political subdivision where families reside.

DODD will be contracting with national trainers to provide "master coach" training for up to 40 master coaches in Ohio. As many as twenty-seven (27) of these "master coach" positions are reserved for local early intervention service providers.

Purpose: Funds will be used to hire up to 27 local early intervention providers interested in receiving master coach training from February through September, 2011.

Funding: DODD will fund up to 27 local early intervention providers through personal service contracts and via Federal Part C ARRA funds for a grant period of February 20, 2011 through September 30, 2011 to complete all work and deliverables.

Eligible Applicants: Individuals working independently, public and county agencies, and private nonprofit and for-profit organizations who have a background and expertise in providing early intervention services. Individuals must submit a statement that attests that the applicant is either self employed or that the employing agency has agreed to contract with DODD for the applicant's training. This attestation is included in the application.

Work and Deliverables

Applicants must be available to work up to 408 hours (on average 1 ½ days per week except for onsite training days) from February through September, 2011, to include:

a. Attendance at a 2 day content training (in Columbus or south western Ohio, March 2011);
b. Participation in multiple 1 hour monthly phone coaching support calls with trainers and county team trainees (February through September, 2011);
c. Attendance at monthly master coach networking and support meetings (may be web or conference call);
d. Participation in at least one team of 5-8 master coaches in providing supports to a new early intervention team[Service Coordinator, Early Intervention Specialist, Physical Therapist, Occupational Therapist, Speech-Language Therapist, and Early Childhood Mental Health Consultant (last one is as available)], in counties that have already received 6 month master training;
e. submit leadership team meeting notes (i.e., notes taken during leadership team meetings) and reviewed/critiqued coaching logs and other coaching documents on a monthly basis;

f. attend up to 2 days of a master coach practice and review session (July 2011) to refine skill set requirements, determine individually needed training supports for the final 2 ½ months, and
g. be available to contract with the state Part C lead agency for training/coaching/facilitation for additional EI providers for a minimum of one year following the end of the ARRA grant training, for at least 4 additional teams and at least 1 training for a diverse audience on the research and principles of evidence based EI service delivery.
h. Submit weekly documentation of hours worked (anticipated average of 12 hours per week), and work activities completed in accordance with DODD and ARRA reporting requirements;

Application Submission and Deadline: Applications may be submitted in either paper or electronic form and must be received by **4 P.M. Eastern Standard Time, *February 16, 2011.*** Send to:

Ohio Department of Developmental Disabilities
ATTN: Katrina Bush
Policy and Constituent Supports, Office of the Director
30 E. Broad St., 12th Floor
Columbus, OH 43215
katrina.bush@dodd.ohio.gov

Proposal

By making a proposal, it is understood that the Request for Proposal has been read and is understood. DODD reserves the right to reject any and all proposals and to waive any informality in any proposal document. We reserve the right to accept the proposal which, in our opinion, appears to have the most advantages to DODD. DODD reserves the right to negotiate terms presented in any proposal. DODD also reserves the right to amend, modify, withdraw, or terminate this RFP at any time. If DODD amends or modifies this RFP, it must be in writing and must be posted to the State's Procurement Website.

Completed Proposal: Consists of a completed application for master coach, including "attestation of self employment or employer agreement," and a signed "Executive Order Affirmation," as well as an up-to-date curriculum vitae or resume. **Proposals submitted without these complete items will not be considered.** Signed W-9 and Vendor Information forms (links provided) are also required to contract with selected master coaches and are PREFERRED at the time of application. **Proposals may not exceed 15 pages.** Additionally, copies of certifications/licenses relevant to this work may be included but are not required with the application; they may be requested at a later date.

Criteria for Application Evaluation and Selection: the contract will be awarded using a competitive process to up to 27 eligible applicants. Proposal evaluation is within the sole discretion of The Department of Developmental Disabilities. A review panel comprised of internal and external members will score the proposals that meet the requirements contained in this RFP. Any application not meeting the requirements contained in this RFP will not be scored. Points will be awarded to applicants representing diverse early intervention service disciplines (e.g. therapists, early intervention specialists, vision and infant hearing interventionists, early childhood mental health consultants, social workers) and diverse regions/areas of the state.

Applications will be reviewed and scored on a scale from 0-100 according to the following areas:
30 points: training, experience, and interests
25 points: ability to meet deliverables

25 points: cost bid—is the funding level requested reasonable for the work and the opportunity for training and future consultation opportunities"?
10 points: from an area of the state with few applicants
10 points: licensed/certified professional from a discipline with relatively few applicants

Questions

All questions pertaining to this proposal must be in writing and directed to the State's Procurement Website (http://procure.ohio.gov/proc/searchProcOpps.asp). All questions received that pertain to this RFP will be posted and answered on the State's Procurement Website.

Additionally, optional bidder's conference calls will be held on February 14, 2011 at 3 p.m., February 14, 2011, 4:30 p.m., and February 15, 2011 at 8:00 a.m. Questions and answers from these calls will also be posted to the State's procurement website. Interested parties may register for ONE (1) of these calls by visiting: http://dodd.ohio.gov/training/, click on Training and Registration System, and then register for one of the *"Early Intervention Master Coach RFP Bidder's Conference Calls."*

Other Requirements

A. Fee Schedule

The personal services contract between DODD and the selected bidder will specify payment terms.

B. Contractual Requirements

1. Any contracts resulting from the issuance of this RFP are subject to the terms and conditions as provided in the attached personal services contract. The information contained in the RFP and in the proposal submitted by the selected bidder shall be considered part of the enclosed contract.
2. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal ARRA funds.
3. All aspects of the contract apply equally to work performed by any and all subcontractors.
4. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality, including federal statutory and regulatory requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA), that apply to the employees of DODD and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action. A Business Associate Agreement is required.
5. As a condition of receiving a contract from DODD, the selected contractor and any subcontractor(s) shall certify compliance with any court order for the withholding of child support, which is issued pursuant to Section 3113.217 of the Ohio Revised Code. The contractor, and any subcontractor(s), must also agree to cooperate with DODD and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support obligations established under state law.
6. As a condition of receiving a contract from DODD, the contractor and any subcontractor(s) shall certify compliance with Ohio Bureau of Worker's Compensation requirements by providing a current Worker's Compensation Certificate.
7. DODD reserves the right to reject any and all proposals where the offeror takes exception to the terms and conditions of the RFP or fails to meet the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in the RFP.
8. All proposals become the property of the State of Ohio and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent the bidder identifies the content as privileged or confidential.

9. DODD reserves the right to reject, in whole or in part, any and all proposals where DODD, taking into consideration factors including but not limited to price, and the results of the evaluation process, has determined that award of a contract would not be in the best interest of DODD or the state.

C. Minority Business Enterprise

DODD is required by Section 125.081(B) of the Ohio Revised Code to award fifteen percent (15%) of its procurement to vendors certified as a Minority Business Enterprise (MBE), pursuant to Section 123.151(B)(1) of the Ohio Revised Code. To receive MBE/EDGE consideration the bidder must indicate its MBE status in the proposal.

D. Ethical and Conflict of Interest Requirements

1. No contractor or individual, company or organization seeking a contract shall promise or give to any DODD employee any item 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.

2. No contractor or individual, company, or organization seeking a contract shall solicit any DODD employee to violate any of the conduct requirements for employees.

3. Any contractor acting on behalf of DODD shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.03 or of Section 102.04 of the Ohio Revised Code is subject to termination of the contract or refusal by DODD to enter into a contract.

4. DODD employees and contractors who violate Sections 102.03, 102.04, 2921.42 or 2921.43 of the Ohio Revised Code may be prosecuted for criminal violations.

E. Offshore Services

1. The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment.

2. The Contractor also affirms, understands, and agrees to immediately notify DODD of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

3. If Contractor or any of its subcontractors perform services under this Contract outside of the United States; the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

4. The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

5. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5% of the value of the Contract.

6. The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

7. Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.
8. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

F. Accessibility to Records and Project Sites

1. Comptroller General of the United States Authority to Inspect Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have authority to:

- *Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and*
- *Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and*
- *Designate a time and place to examine those records and interview those officers and employees described above.*

2. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

- *Examine any records of contractor, bidder or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and*
- *Interview any officer or employee of contractor, bidder or any of the subcontractors, or any State or local government agency administering the contract, regarding such transactions; and*
- *Designate a time and place to examine those records and interview those officers and employees described above.*

TED STRICKLAND
GOVERNOR
STATE OF OHIO

Executive Order 2010-09S

Banning the Expenditure of Public Funds for Offshore Services

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.

2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.

   a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.

   b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.

4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:

   a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.

   b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

   c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:

      i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:

         (a) Reflect this Order's prohibition on the purchase of offshore services.

         (b) Require service providers or prospective service providers to:

(i) Affirm that they understand and will abide by the requirements of this Order.

(ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.

(iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.

(iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.

(v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

(a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.

(b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.

iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.

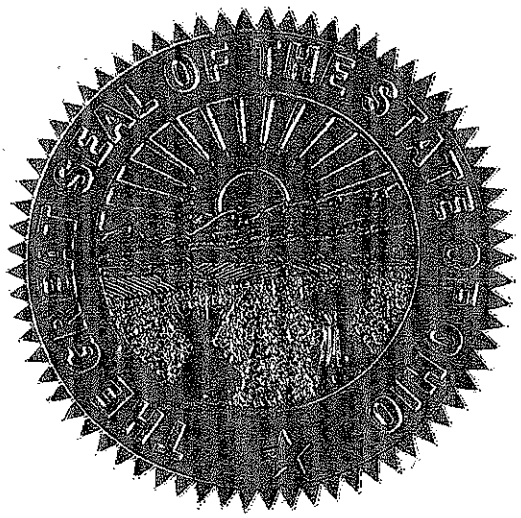
iv. All APOs have adequate training which addresses the terms of this Order.

5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.

b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



Ted Strickland

Ted Strickland, Governor

ATTEST:

Jennifer Brunner, Secretary of State

American Recovery and Reinvestment Act of 2009 (ARRA) Funded Projects

A. Expression of Interest:
All Bidders that submit proposals that are responsive to this RFP must also have a corresponding expression of interest in applying for recovery funds on the State of Ohio Federal Stimulus Initiative website at:
http://www.recovery.ohio.gov/opportunities/state/

Bidders that do not submit an expression of interest on this website by February 16, 2011 shall not be awarded ARRA related contacts under this RFP.

B. Vendor Requirements:
The **CONTRACTOR** shall be considered a "vendor" for the purposes of ARRA funding and as such is required to submit reporting information in compliance with the federal Office of Management and Budget (OMB)'s Updated Implementing Guidance for the ARRA, issued on April 3, 2009, June 22, 2009, and December 18, 2009 and any future guidance. **Additional reporting requirements under the ARRA will be shared with the CONTRACTOR as soon as they become available. At a minimum, the CONTRACTOR shall anticipate ARRA reporting on a quarterly basis (reports due each April 5, July 5, October 5, and January 5) (if the 5th falls on a Saturday or Sunday, the report is due on the following Monday) and that reporting for "the number of Jobs created or retained" data will be quarterly (should only pertain to each quarter).** Basic reporting requirements for the **CONTRACTOR** shall be collected using a provided Excel spreadsheet and include the following:

a. A DUNS number or Name and zip code of Headquarters (HQ)
b. Expenditure amount
c. Expenditure description For applicants receiving public funds to provide Help Me Grow services, the expenditure description shall be the percent of the employee's salary to be supported by contract funds multiplied by the number of hours devoted to contract activities.
d. The number of jobs (in FTEs) that were created and/or retained with the ARRA funds. For purposes of this contract, FTE is defined to mean jobs funded in the quarter by the Recovery Act. For example if an FTE is defined as forty hours per week and the employee devotes four hours per week to contract activities, then contract is supporting .1 FTE; and,
e. Additional information as requested for demonstrating compliance with the ARRA.

For any payments from CONTRACTOR to a sub-vendor, the CONTRACTOR must report the identity of the sub-vendor by reporting the DUNS number, if available, or otherwise the name, zip code of the vendor's headquarters and product description.

The Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA) ARRA FUNDED PROJECT are attached hereto as ATTACHMENT A and made a part hereof. In the event of a conflict of terms between those of this contract and the Supplement Terms, the Supplemental Terms shall take precedence.

ATTACHMENT A

Ohio Supplemental Terms and Conditions for Projects Funded in Whole or in Part with Moneys from the American Recovery and Reinvestment Act of 2009 (ARRA)
ARRA FUNDED PROJECT.

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

I. ACCESSIBILITY TO RECORDS AND PROJECT SITES

A. Comptroller General of the United States Authority to Inspect

Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have the authority to:

(1) Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and

(3) Designate a time and place to examine those records and interview those officers and employees described above.

B. Inspector General Authority to Inspect

Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:

(1) Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) Interview any officer or employee of the contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and

(3) Designate a time and place to examine those records and interview those officers and employees described above.

C. Contractor (vendor, bidder) shall include verbatim in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded Work, the language provided in Parts A and B of this section.

II. TIMELY AND ACCURATE REPORTING

The contractor shall comply with all reporting requirements outlined in Section 1512 of ARRA including the following:
Quarterly report detailing:
• The amount of ARRA funds received
• The amount of ARRA funds expended or obligated
• Detailed list of all projects or activities for which the ARRA funds were expended
• An estimate of the number of jobs created and the number of jobs retained by the project or Activity
• Detailed information concerning subcontracts or sub-grants including the state Ohio

In addition, the contractor shall provide the contractor's unique nine-digit number issued by Dunn and Bradstreet (DUNS number). The contractor shall complete and provide to the state the "OBM, Ohio Sub-Grantee and Sub-Recipient Spending Report in Compliance with ARRA Sec. 1512".

III. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the State's equal employment opportunity requirements set forth in the contract, by the signature affixed to the contract, the contractor and any subcontractor agrees that they comply with all of the following federal laws for employment, discrimination, etc. The State may consider the failure to comply with any of the below listed laws, rules, and executive orders as a breach of contract and may result in termination of the contract.

Federal Laws:
• Title VI & Title VII of Civil Rights Act of 1964
• Equal Pay Act of 1962
• Age Discrimination in Employment Act of 1967
• Title IX of Educational Amendments of 1972
• Section 504 of the Rehabilitation Act of 1973
• Age Discrimination Act of 1975
• Title I & Title V of Americans with Disabilities Act of 1990
• Fair Housing Act
• Fair Credit Reporting Act
• Equal Educational Opportunities Act
• Uniform Relocation A

IV. JOB POSTINGS

The contractor shall post all jobs created resulting from the award of the contract and the use of ARRA funds and all jobs retained resulting from the award of the contract and the use of ARRA funds on www.ohiomeansjobs.com, and on http://jfs.ohio.gov/owd/wia/wiamap.stm.

The Updated Guidance dated December 18, 2009 updates Section 5: of the June 22, 2009 Guidance and reflects important simplifications to the manner in which job estimates are calculated and reported. Recipients will now report job estimates on a quarterly, rather than cumulative, basis and will no longer be required to sum various data on hours worked across multiple quarters of data when calculating job estimates. In addition, recipients will no longer be required to make a subjective judgment on whether jobs were created or retained as a result of the Recovery Act. Instead, recipients will more easily and objectively report on jobs funded with Recovery Act dollars. This update aligns with GAO's recommendation to "[make] more explicit that 'jobs created or retained' are to be reported as hours worked and paid for with Recovery Act funds."

V. PROTECTIONS FOR INDIVIDUALS REPORTING COMPLIANCE ISSUES

A. Pursuant to Section 1553 of ARRA, the contractor and all subcontractors are prohibited from discharging, demoting, or otherwise discriminating against any contractor or subcontractor employee as a reprisal for disclosing the following information that the employee reasonably believes is evidence of:

1. Gross mismanagement of the contract relating to funds for the Project;

2. Gross waste of ARRA funds;

3. Substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;

4. An abuse of authority related to the implementation of or use of ARRA funds; or

5. A violation of law, rule, or regulation related to the contract (including the competition for or negotiation of the contract) relating to ARRA funds;

B. The Inspector General shall receive investigate all complaints alleging a violation of the terms in part A of this section;

C. All employers receiving ARRA funds shall post notice of employee rights as described above in conspicuous locations with other required employee rights information.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS (1-800-447-8477) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. Additionally the ODH ARRA Website is a place to report fraud, waste and abuse. The website is located at:

http://www.odh.ohio.gov/landing/stimulus/stopfraud.aspx.

VI. CONSTRUCTION PROJECTS

For those construction projects for which the state uses ARRA funds for the construction, alteration, maintenance, or repair of a public building, the following conditions apply:

A. Buy American

1. Products: Pursuant to Section 1605 of ARRA, all steel, iron, and manufactured goods used in the construction project must be produced in the United States;

2. Exception: The requirement set forth in part 1 of this section shall not apply only if the appropriate federal agency determines one of the following:

(a) The application of the requirement in part 1 of this section would be inconsistent with the public interest;

(b) That (1) an insufficient amount of steel, iron, or relevant manufactured goods were produced in the United States or (2) that a reasonable amount of steel, iron, or relevant manufactured goods were available or (3) that a reasonable amount of the available steel, iron, or relevant manufactured goods of satisfactory quality were not available;

(c) That by applying the requirement set forth in part 1 of this section would increase the **overall cost of the project** by more than twenty-five percent (25%);

3. A contractor and subcontractors must comply with the above requirement unless the contractor or subcontractor provides a waiver from the appropriate federal agency stating that at least one of the above-referenced exceptions applies. A contractor may seek an exception to the Buy American requirements by appealing to the appropriate federal agency pursuant to rules and regulations in 2 CFR Part 176 Volume 74, No 77;

4. The State and the contractor shall apply the Buy American requirements set forth in this section in a manner consistent with United States obligations under international agreements.

B. Prevailing Wage Rates and Labor Standards

1. The contractor and subcontractors shall pay all laborers and mechanics employed by contractor or subcontractors on the Project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 USC 276a-aS) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, the contractor and subcontractors shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-333).

2. The contractor and subcontractors shall comply with all regulations issued pursuant to the above-referenced Acts and with all applicable federal and state laws and regulations.

C. Limitation on Use of Funds.

Pursuant to Section 1604 of ARRA, no funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Application for Master Coach

Early Intervention Providers

Date:	
Name:	
Title:	
Company/Agency: (if applicable)	
Address:	
City/State:	
Zip/Postal Code:	
DUNS Number or Name & Zip code Of Headquarters	
Phone:	
Fax:	
Email:	
County:	

(If you need extra space in each box, please attach additional pages)

A. Briefly describe your training and experience regarding provision of early intervention (Part C) services to families and young children (attach resume or vita as well).

B. Briefly describe why you are interested in being a Master Coach

C. Please indicate your ability to meet all activities:

* be available to work up to 408 hours (on average 1 ½ days per week except for onsite training days) from February through September, 2011), to include: **(Mark by X in box)**

Y	N	
☐	☐	**a.** Attendance at a 2 day content training (in Columbus or southwestern Ohio March 2011);
☐	☐	**b.** Participation in multiple 1 hour monthly phone coaching support calls with trainers and county team trainees (February through September, 2011);
☐	☐	**c.** Attendance at monthly master coach networking and support meetings (may be web or conference call);
☐	☐	**d.** Participation in at least one team of 5-8 master coaches in providing supports to a new early intervention team[Service Coordinator, Early Intervention Specialist, Physical Therapist, Occupational Therapist, Speech-Language Therapist, and Early Childhood Mental Health Consultant (last one is as available)], in counties that have already received 6 month master training
☐	☐	**e.** Submit leadership team meeting notes (i.e., notes taken during leadership team meetings) and reviewed/critiqued coaching logs and other coaching documents on a monthly basis;
☐	☐	**f.** Attend up to 2 days of a master coach practice and review session (July 2011) to refine skill set requirements, determine individually needed training supports for the final 2 ½ months, and
☐	☐	g. Submit week documentation of hours worked (anticipated average of 12 hours per week), and work activities completed in accordance with DODD and ARRA reporting requirements.
☐	☐	**h.** Be available to contract with the state Part C lead agency for training/coaching/facilitation for additional EI providers for a minimum of one year following the end of the ARRA grant training, for at least 4 additional teams and at least 1 training for a diverse audience on the research and principles of evidence based EI service delivery.

D. Provide a bid for costs to perform the services specified in C., above (a worksheet is available at the end of the application to use as needed).

E. Please list any barriers to meeting the required work.

Attestation of Self Employment or Employer Agreement for Contracting with the Ohio Department of Developmental Disabilities for Employee Training Time:

(Sign and Date one of the two options)

a. I am self employed/not employed by an agency and therefore do not need release time from work to participate in this training.

_____	_____	_____
Name (print)	**Signature**	**Date**

---

b. As the applicants employing agency,

***I agree to contract with the Ohio Department of Developmental Disabilities for payment for the participation of my employee in the Early Intervention Master Coach training;**

***if I receive public funds to provide Help Me Grow services, I attest that the employee's time devoted to contract activities will not result in a reduction of services and money paid to this agency under this contract for the employee's training will not supplant (be used in lieu of) funds currently used to support Help Me Grow services.**

_____	_____	
Agency	**Name (print)**	
_____	_____	_____
Title	**Signature**	**Date**

Briefly state how the employing agency will assure that the funds which currently support the position will not be supplanted by the ARRA dollars received under this contract: _____

_____

_____

_____

_____.

Complete two forms required to be a State of Ohio "vendor" (how we'll pay you/employing agency for your time for the training):

1. IRS Form W-9 Request for Taxpayer Identification Number and Certification - Please go to the following link http://ohiosharedservices.ohio.gov/Vendors.aspx?page=2 and print off the w-9 and fill out and send in with your application.

Please complete all applicable sections of the document including taxpayer type, a valid tax identification number, and your signature. The information you provide must match how you are registered with the IRS. Instructions for completing the form are included at the link. Should you require additional assistance in completing the W-9 form, please contact the IRS at 1-800-829-1040.

2. Vendor Information Form (OBM-5657- (Rev. 06/2009) - Please complete the Vendor Information Form in order to assure an accurate, up-to-date record of company information. Please verify that all fields are complete. Additionally, verify that information contained on the Form W-9 matches that provided on the Vendor Information Form. Specifically, legal business name, taxpayer ID # (TIN), business type/business entity and address.

To access this form, go to:

http://ohiosharedservices.ohio.gov/Vendors.aspx . Click on yellow/orange "Vendor Forms" link on right hand side of page.

Under "Ohio Shared Services Vendor Forms" in middle of page, click on Vendor Information Form (OBM-5657) (PDF Version) (fifth bulleted form).

IF YOU HAVE ANY DIFFICULTY ACCESSING THESE FORMS, Please contact Katrina Bush (Katrina.bush@dodd.ohio.gov) (614-466-8359) to have them sent to you electronically.

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2010-09S

Banning the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Officer affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder/Officer becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Officer shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Officer not responsive and no further consideration will be given to the response. Bidder/Offeror's offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

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

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

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

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

2. Location where services will be performed by Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:

Cost Worksheet

(for assistance in calculating a bid, item D, above; do NOT submit this worksheet with application):

- Attendance at a 2 day content training (in Columbus or southwestern Ohio county, March 2011) – *[Consider your time, travel and accommodations if more than 40 miles outside Columbus or Cincinnati areas]*

  _____

- Attend up to 2 days of a master coach practice and review session (July 2011) --*[Consider your time, travel and accommodations if more than 40 miles outside Columbus area]* _____

- Costs to work to complete deliverable in C (above), approximately 12 hours per week, minus the hours to complete the first two bulleted items on this worksheet _____

CHECK LIST/REMINDER:

___Review entire RFP
___Complete "Expression of Interest" at http://www.recovery.ohio.gov/opportunities/state/ **by 4 p.m. 2/16/11**
___Submit complete application by 4:00 p.m. February 16, 2011
___Complete application includes:
- **____demographics on application (page 1)**
- **____responses to application questions a-e (pages 1-2)**
- **____signed attestation of self employment or employer agreement for contracting with DODD for employee training time.**
- **____up-to-date curriculum vitae or resume**
- **____signed "Executive Order Affirmation"**
- **____signed W-9 and Vendor Information forms**