



Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

June 11, 2012

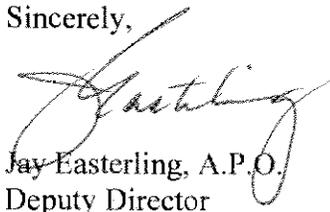
Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) Number: JFS-R-1213-17-8041, for the Ohio Works First Work Participation Improvement Project. The selected vendor will be required to perform an in-depth analysis of Ohio's administration of the Temporary Assistance for Needy Families (TANF) Ohio Works First (OWF) Work Activity Program to identify areas where changes can be made to increase the state's work participation rates in accordance with federal requirements. The selected vendor will assist in implementing necessary changes and selected recommendations, and in training state and county staff on any changes to ultimately improve Ohio's TANF Work Participation Rate. The goal is to identify which policies or procedures may be changed, clarified or streamlined to make improvements to the Work Activity process; review federal flexibilities that can be utilized or incorporated; review ODJFS and County agency processes related to technical assistance and training for improvement; explore additional strategies to increase the use of Maintenance-of-Effort (MOE) and/or new Separate State Programs (SSP); and/or identify potential sources of MOE expenditures.

If you are interested in submitting a proposal for this important project, please visit the ODJFS web site for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFGA. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,



Jay Easterling, A.P.O.
Deputy Director

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

An Equal Opportunity Employer and Service Provider

***OHIO WORKS FIRST WORK PARTICIPATION
IMPROVEMENT PROJECT***

RFP Number: JFS-R-1213-17-8041

Ohio Department of Job and Family Services

June 11, 2012

Ohio Works First Work Participation Improvement Project

RFP Number: JFS-R-1213-17-8041

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ODJFS REQUEST FOR PROPOSALS (RFP):
Ohio Works First Work Participation Improvement Project
RFP Number: JFS-R-1213-17-8041

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposal (RFP) for the purpose of securing a vendor to perform an in-depth analysis of Ohio's administration of the Temporary Assistance for Needy Families (TANF) Ohio Works First (OWF) Work Activity Program to identify areas where changes can be made to increase the state's work participation rates in accordance with federal requirements. The selected vendor will assist in implementing necessary changes for sixteen (16) county offices and assist in training state and county staff on any changes to ultimately improve Ohio's TANF Work Participation Rate. The goal is to identify which policies or procedures may be changed, clarified or streamlined to make improvements to the Work Activity process; review federal flexibilities that can be utilized or incorporated; review ODJFS and County agency processes related to technical assistance and training for improvement; explore additional strategies to increase the use of Maintenance-of-Effort (MOE) and/or new Separate State Programs (SSP); and/or identify potential sources of MOE expenditures. The selected vendor will identify processes within various sized county agencies that have realized an increase in their respective work participation rates; and identify and resolve barriers specific to the two-parent work participation rate. ODJFS is seeking vendors who are experienced in performing in-depth program research, evaluation and statistical analyses in the field of county and state government with experience in the TANF Work Activities on a state and federal level.

1.2 Background

Enacted as part of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (Pub. L. 104-193), the TANF program is a Federal block grant to states designed to provide temporary assistance while moving recipients into work and self-sufficiency. States have been given broad flexibility to design and operate their TANF programs and to determine eligibility criteria and the benefits and services that families receive to achieve the following four program purposes:

1. To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
3. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

OWF is Ohio's TANF cash assistance program that encourages family self-sufficiency through employment and participation in certain work activities. Through eighty-eight local County Department of Job and Family Service (CDJFS) offices, ODFJS provides time-limited cash assistance to needy families with (or expecting) children, by furnishing parents or specified relatives with work, training, and other support services they need in order to attain permanent self-sufficiency while meeting the family's ongoing basic needs.

Participation in OWF requires each work-eligible individual, adult or minor or both head of household to sign and follow a self-sufficiency contract and engage in work activities within Federal requirements. Ohio requires work-eligible individuals to be assigned to a work activity at the time of, or as soon as possible after OWF application; therefore, all work eligible individuals should receive an assignment by the time the 24 month period is reached. In cases where traditional work activities are unsuitable, and individuals are unable to participate in federal work activities, individuals are placed in alternative activities appropriate to their specific circumstances and needs. Parenting classes and life-skills training; participation in a certified alcohol or drug addiction program; counseling or treatment related to domestic violence Federal law requires the U.S. Department of Health and Human Services (HHS) to issue annual TANF work participation rates, which measure how well states engage families receiving cash assistance in certain work activities. Ohio conforms with and operates the work activities contained in federal law at 42 U.S.C. §607(d) and defined under federal regulation at 45 CFR Parts 261 et al. Chapter 5101:1 of the Ohio Administrative Code sets forth the activities to which a county shall assign work-eligible individuals. These rules adopt and augment the federal definitions.

There are twelve federally approved “activities” in which families receiving assistance can participate. States must engage families in these approved activities at a rate of fifty percent (50%) for all families, and ninety percent (90%) for two-parent families. Failure to meet this requirement will potentially result in a financial penalty. The twelve federally approved “activities” are as follows:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience;
5. On-the-job training (OJT);
6. Job search and job readiness assistance;
7. Community service programs;
8. Vocational educational training;
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, if a recipient has not completed secondary school or received such a certificate;
12. Providing child care services to an individual who is participating in a community service program.

The statutory requirements are fifty percent for all families and ninety percent for two-parent families, but states’ individual target rates are equal to the statutory rates minus a credit for reducing its overall cash assistance caseload. A state’s caseload reduction credit equals the percentage point decline in its average monthly caseload between Federal Fiscal Year (FFY) 2005 and a comparison year. Normally the comparison year is the previous year (e.g., FFY 2008 for the FFY 2009 caseload reduction credit.)

For a caseload reduction credit toward the two-parent work participation rate, the state has the option of using its overall caseload reduction credit or a separate one calculated using the decline in the two-parent caseload. In calculating the caseload reduction, HHS must exclude any caseload reduction resulting from changes in state or federal eligibility requirements. In addition, a state that is investing state MOE funds in excess of the required eighty percent or seventy-five percent basic MOE amount need only include the pro rata share of caseloads receiving assistance that is required to meet basic MOE requirements.

Congress funded TANF through a series of short-term extensions until the Deficit Reduction Act (DRA) of 2005 was signed in 2006, which provided guidance for numerous programs, including the reauthorization of TANF through FFY 2010. DRA and related regulations maintained state flexibility and many provisions of

PRWORA, but included significant changes to work participation requirements by: (1) recalibrating the caseload reduction credit to a base year of FY 2005 (rather than FY 1995); (2) adding families to the calculation of the work participation rates (e.g., those in Separate State Programs and certain families in which children receive assistance but parents do not); and (3) defining the activities and hours of participation that could count toward those rates. Federal FY 2007 was the first year in which those changes took effect, and they became fully effective in that year, with no phase-in period. As a result of the major DRA-related changes to work participation requirements, many states found meeting the federal fiscal year (FFY) 2007 work participation rates difficult. Thirteen states and three territories failed to meet one or both of their required FFY 2007 work participation rates.

The U.S. Department of Health and Human services, Administration for Children and Families (ACF), notified Ohio of its failure to meet the performance threshold of fifty percent (all families) and ninety percent (two-parent families) for TANF work participation for FFY's 2007, 2008 and 2009. These notifications carried potential penalties of \$32,758,572 for FFY 2007, \$45,050,074 for FFY 2008 and \$58,517,487 for FFY 2009.

1.3 Overview of the Project

In accordance with 45 CFR 262.5, Ohio requested to file an appeal of the FFY 2007 penalty by providing reasonable cause for failure to meet the required rate. However, ODFJS was informed by ACF that the appeal submitted for FFY 2007 did not demonstrate the State's claim of reasonable cause. As a result, Ohio has entered into a corrective compliance plan in order to bring Ohio into compliance with the all family and two-parent work participation rate for FFY 2012 (October 1, 2011-September 30, 2012.) Ohio's claims of reasonable cause for failure to meet the FFY 2008 and 2009 rates are still under consideration by ACF.

This corrective compliance will require Ohio to completely correct the violation by meeting the work participation threshold during the current FFY 2012. Failure to do so will result in a reduction to Ohio's State Family Assistance Grant (i.e., TANF) of \$32,785,872 (the amount of the FFY 2007 penalty) and a requirement to make up that \$32,785,872 reduction with state General Revenue Funding (GRF) in the FFY immediately following the reduction. Thus, the penalty for this single year would equate to an overall impact of \$65,571,744. The loss of this TANF block grant funding and state GRF dollars are not possible without serious repercussions to programming and funding levels.

It is imperative that Ohio's work participation rates increase in FFY 2012 to avoid such penalty. Through Ohio's state supervised, county administered structure, ODJFS has been engaged with the metropolitan counties and the Ohio Job and Family Services Directors Association (OJFSDA) to develop a multi-pronged approach to meeting the required rate.

The corrective compliance plan was implemented beginning in October 2011. The plan includes the addition and enhancement of automated tools, policy changes, enhanced reporting and outcome measures, monthly county comparison work participation rate charts shared with agencies and county commissioners, additional resources to the state hearing process, standardized approaches to practices, a new separate state program, and implementation of mandatory county corrective compliance plans for all counties not meeting required participation rates.

Through this RFP, ODJFS seeks a vendor who has proven experience in performing in-depth program research, evaluation and statistical analyses in the field of state government with specific experience in TANF Work Activity since the implementation of DRA in 2006, on a state and federal level. The vendor will be tasked with developing practical and understandable recommendations within the parameters of state and federal laws and regulations to further improve Ohio's all family and two-parent work participation rate by 1) identifying practices, policies or procedures within Ohio Administrative Code that may be amended and/or streamlined to

make improvements to OWF Work Participation, and ensuring the current policies are not more restrictive than federally allowed; 2) reviewing ODJFS and County agency processes related to Work Activity technical assistance and training and make recommendations for improvement; 3) exploring strategies used by other states to incorporate separate state programs or expanded sources and utilization of MOE expenditures to increase work participations rates (and the caseload reduction credit within the parameters of the law;) 4) identifying improvement processes within various sized county agencies who have realized an increase in their respective work participation rate that should be replicated or practices that should be implemented to realize an acceptable performance rate, and; 5) identifying and resolving barriers specific to achieving the two- parent work participation rate. The vendor will be expected to assist with implementation and the training of staff where necessary.

1.4 Time Frames & Funding Source

ODJFS is seeking to contract with a vendor to perform analysis services from September 1, 2012 to June 30, 2013. No renewals beyond that date of the contract are planned.

Potential vendors are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for a revised cost proposal if the cost proposals of all technically qualifying vendors are in excess of the available funding for this project. Section 6.1 C. of this RFP establishes further information on ODJFS procedures to be implemented if this occurs.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
June 11, 2012	ODJFS Releases RFP to Potential Vendors on DAS/ODJFS Web Sites; Q&A Per. Opens - RFP becomes active - Vendors may submit inquiries for RFP clarification
June 21, 2012	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFP Clarification) - No further inquiries for RFP clarification will be accepted
June 25, 2012	ODJFS provides Final Vendor Question & Answer Document (estimated)
July 12, 2012	Deadline for Vendors to Submit Proposals to ODJFS (3 p.m.) - This is the proposal opening date, beginning the ODJFS process of proposal review LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.

July 20, 2012	ODJFS Issues Contract Award Notification Letter (estimated) - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract
September 1, 2012	Implementation* (estimated–following notification of all contractual and funding approvals) - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2013	Project Completion** - All work must be completed and approved by ODJFS Contract Manager

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

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

* * Subject to approval by the Controlling Board, the contract period is expected to run from approximately (date) through (date), with a renewal contract to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from (date) through (date). Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/11 through 6/30/13), the contract with the selected vendor will be subject to renewal for the final (x-month or x-year) period of the project. Renewal may be subject to approval by the Controlling Board.

2.2 Internet Question & Answer Period; RFP Clarification Opportunity

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

- * Access the ODJFS Web Page at <http://jfs.ohio.gov//>
- * Select “About JFS” on the front page;
- * Select “Doing Business with ODJFS;”
- * Select “Requests for Proposals, Letterhead Solicitations, and Other Invitations;”
- * RFP Number ***JFSR1213178041***;
- * Follow the link to the dedicated web page;
- * Select “Submit Inquiry” near the bottom of the web page;
- * Follow instructions there for submitting questions.

Questions about this RFP must reference the relevant part of this RFP, the heading for the provision under question, and the page number of the RFP where the provision can be found. The potential vendor must also include the name of a representative of the potential vendor, the company name and business phone number.

ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include an identification for the originator of the question. ODJFS will not respond to any questions submitted after **8:00 a.m.** on the date the Q&A period closes.

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

ODJFS responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFP, for reference by all potential vendors. Potential vendors’ questions shall only be answered inside this forum. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q&A Document” for this RFP. **ODJFS reserves the right to determine when to post (i.e., as received or after the closing of the Q&A period) official answers to vendor questions.**

Vendor proposals in response to this RFP are to take into account any information communicated by ODJFS in the Final Q&A Document for the RFP. **It is the responsibility of all potential vendors to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding this RFP.**

Accessibility to the ODJFS Q&A Document will be clearly identified on the website dedicated to this RFP, once that document is made available.

IMPORTANT: Requests from potential vendors for copies of previous RFPs, past vendor proposals, score sheets or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. PRRs submitted in accordance with directions provided in Section 2.3, Communication Prohibitions, will be honored. Please refer to Section 2.3, 5. for contact information in submitting a PRR. The posted time frames for ODJFS responses to Internet questions for RFP clarification do not apply to PRRs.

Vendors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, NOT on details of any current or past related contract. Requirements under a current project may or may not be required by ODJFS under any future contract, and so may not be useful information for vendors who choose to respond to the RFP. If vendors ask questions about existing or past contracts using the Internet Q&A process, ODJFS will use its discretion in deciding whether to provide answers. Interested vendors should also refer to RFP Section 1.5, Time Frames and Funding Source, for related information.

There is an established time period for the Vendor Q&A process (see Section 2.1, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of vendor questions, and which pertain to issues of RFP clarity, and which are not requests for public information. 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 vendors experience technical difficulties accessing either the ODJFS website where the RFP and its related documents are published, they may contact ODJFS Contracts & Acquisitions, RFP/RLB Unit, at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a vendor, there may be no communications concerning the RFP between any vendor that expects to submit a proposal and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor.

The only exceptions to this prohibition are as follows:

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

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

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

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

2.4 Program Resource Library

There is no specific library of documents, reports, or other information that vendors interested in this RFP should consider. However, a wide variety of information about ODJFS and OFA that interested vendors may find useful is available to the public via the following website(s):

<http://jfs.ohio.gov/>

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Vendors' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

In order to be considered for the contract expected to result from this RFP, **ODJFS requires that interested vendors must meet, at minimum, the following Section 3.1 qualification. The vendor must:**

1. The vendor (as an organization or as individuals) has completed at least five different government entity (i.e. state or county) assessments of a TANF Cash Assistance and Work Participation program, or another Federal program in Ohio or another state. The vendor is to provide a list of the government entities along with the dates of the assessments.
2. The vendor must possess at least three years experience in research methodology, administration process analysis and public sector planning and implementation.

Additionally, the Technical Score Sheet (Attachment C) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted and fully scored.

Vendors which do not meet the above experience and qualifications will be disqualified from further consideration for contract award.

3.2 Organizational Experience and Capabilities

In order to be considered for the contract expected to result from this RFP, ODJFS requires that interested vendors provide the following:

1. The vendor must provide documentation of at least two, but no more than four, similar sized projects completed in the past five years that demonstrate expertise in increasing work participation rates within the Ohio Works First (or similar program) or TANF Cash Assistance program or both. Of the documentation provided at least one example should indicate experience working with a state other than Ohio, and show success with improving the work participation rate for that state. The vendor must demonstrate a successful record such as: improving that state's work participation rate, mitigating or reducing its current or future state or federal (either or both) penalty status. This documentation should demonstrate experience in analyzing complex, multi-participation, rule-driven processes and recommending effective changes resulting from that analysis. (Documentation may include but is not limited to: previous assessments, copies of executive summaries, project plans, etc.).
2. The vendor must provide documentation of experience working with at least one other state showing success with improving the work participation rate for that state.
3. The vendor must provide the names and contact information for at least two entities for which lead project staff have performed similar large scale projects in the past three years.

3.3 Staff Experience and Capabilities

The vendor must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and/or curriculum vitae. The vendor must, at minimum:

1. Designate a project manager who has a minimum of five years experience in project management experience; a bachelor's degree in business administration, public administration, social sciences or other related field; a project management certification and experience using the Project Management Body of Knowledge (PMBOK).
2. The designated project manager must have at least five years experience in the field of improving work participation rates, research methodology, administrative process analysis and public sector planning and implementation. Staff identified for policy consultation must possess at least two years of policy consultation experience with the TANF program either at the state or federal level.
3. Identify, by position and by name, those staff considered key to the project's success, at minimum, key staff identified must have project management and policy consultation experience.
4. Include resume(s) of key staff expected to work on the project. Staff identified for policy consultation must possess at least two years of policy consultation experience with the TANF program either at the state or federal level. One person may fulfill both roles.
5. ODJFS will consider proposals from vendors with lead project staff who have experience conducting reviews of work participation activities; knowledge of the TANF Cash Assistance and other Cash Assistance and Work Participation requirements; and the ability to select and apply those methods that are best suited to improve Ohio's work participation rates. (To demonstrate knowledge and experience in the above areas documentation may be but is not limited to: previous assessments, copies of executive summaries, project plans, etc.)
6. ODJFS will consider proposals from vendors with lead project staff who have technical expertise in guiding innovative teams with documented success in improving state work participation rates. (To demonstrate knowledge and experience in increasing work participation, documentation may include, but is not limited to: previous assessment, copies of executive summaries, projects plans, etc.)

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

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

The selected vendor for this project will be required to review all current work activity policies, procedures and processes to identify areas of improvement that will serve to increase the state's all family and two-parent work participation rate to meet federal requirements. The vendor will identify current OWF work activity state

policies, rules and regulations that may be unnecessarily restrictive in interpretation and/or implementation of federal rules. The selected vendor will be required to make recommendations to update the existing technical assistance and training processes, curriculum and methods to ensure a future and ongoing increases in Ohio's work participation rates. The vendor will also be required to provide a comprehensive assessment of similarly sized states and their methods and strategies for accessing additional sources of MOE, and funding other Separate State Program, and how these states compare to Ohio. The vendor is required to review the state's improvement process for selected county and potential statewide implementation of county agencies as identified by ODJFS, and any contracts/consultants those agencies have secured for improving the individual county work participation rate. The vendor will also be required to research, identify and recommend specific strategies to increase the two-parent work participation rate. As part of this project, the selected vendor will be required to conduct meetings to provide updates to state and county personnel and other stakeholder on the vendor's findings and recommendation pertaining to the project. The vendor may be required to attend the state's corrective compliance plan workgroup meetings where county and state work activity staff gathers to discuss issues that have been found both with the work activity process and the implementation of the corrective compliance plan. The selected vendor may participate via teleconferencing to control costs.

As changes and improvements are identified, the vendor will be expected to assist with the implementation, communication, revisions, improvement of clarity, and incorporation of successful strategies and all approved recommendations for all five (5) objectives identified in this RFP. The selected vendor will be expected to assist ODJFS with the implementation of the approved recommendations, which may include training curriculum to be created and provided to staff. The vendor will provide all master copies of the training material to ODJFS.

Vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, perform this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

4.2 Number of Participants

ODJFS supervises 88 County Departments of Job and Family Services. The vendor will be expected to work with a minimum of sixteen (16) CDJFS offices, selected by ODJFS, to perform an in-depth analysis of Ohio's administration of the TANF and OWF Work Activity Programs, but a comprehensive implementation may require serving all 88 counties. Vendor may be responsible for implementation (not assessments) within the remaining 72 counties.

4.3 Administrative Structures—Proposed Work Plan

In addition to a detailed description of the proposed project plan, as described in Section 4.1, Scope of Work, vendor proposals must include, at minimum, the following administrative structures and technical approach for the proposed work plan. The applicant shall:

- A. Provide a project plan that illustrates the vendors understanding of the five (5) key objectives of the project, and identifies and explains the vendor's approach to completing the key objectives and the specifications of deliverables of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.3 of this RFP.];

- B. Provide a status reporting procedure for reporting work completed and resolution of unanticipated problems;
- C. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project, supply credentials of personnel, background checks; and,
- D. Provide a timeline for each component of the scope of work and the specifications of deliverables including the staff hours for personnel involved. Include a Table of Organization (including other paid and volunteer staff), and a chart showing the number of hours devoted to the program. The applicant must provide the percentage of time each key management person will devote to the project.

4.4 Specifications of Deliverables

A. Review, Assessment, Improvement Recommendations and Implementation for Ohio's Work Activity Technical Assistance and Training Processes (Tentatively Due September 2012)

1. Visit and interview county administration and staff in sixteen (16) County Job and Family Service agencies of various sizes to determine if current training and technical assistance processes provide useful, timely and adequate new worker and refresher training and information. Gather additional ideas for training and determine if a variance exists between the county and state vision of training and technical assistance. The vendor will be required to visit and interview six (6) metropolitan counties, five (5) medium sized counties, and five (5) small counties as determined by ODJFS.
2. Review and provide a written assessment and improvement recommendations for Ohio's Work Activity Technical Assistance and Training plan and processes including an assessment of the ODJFS New Worker Training curriculum, New Worker Training manual, and Training Desk Aids for improvement. The deliverable requires the vendor to attend the following training conference activities:
 - a. Attend the Work Activity New Worker Training Sessions scheduled for August 23, 2012; and all other sessions during the project period.
 - b. Attend, quarterly county round table sessions which are scheduled for July 19th and October 19th, 2012; and all other sessions during the project period.
 - c. Attend any single site video conferences scheduled with counties during the project period.
 - d. Attend at all other work activity trainings offered during the contract period.
3. Review and provide a written assessment of the daily functions of the ODJFS work activity unit staff, and any county plan monitoring or technical assistance provided to counties on a daily basis, including the Business Intelligence Channel (BIC) reports and training offered September 25, 2012 and throughout the project period.
4. Review and provide a written assessment and improvement recommendations for the accuracy and consistency of the answers provided to the questions submitted via the Work Activity Technical Assistance (WACTA) e-mail account.

B. Review, Assessment, Improvement Recommendations and Implementation of County Agency Work Activity Processes (Tentatively Due October 2012)

1. Schedule and conduct meetings and interviews with Ohio counties, selected by ODJFS, to determine what local strategies, or strategies of contracted vendors have been found to significantly impact the counties' work participation rates, and provide a written assessment and recommendations for any deficiencies or areas that are problematic and in need of correction.
2. Provide a written assessment and recommendations for specific, promising local or common improvement strategies for implementation on a statewide and county specific level to ensure that all counties meet the required rates, especially metropolitan counties, and work with ODJFS to implement any changes necessary.
3. Provide information, updates, training and implementation assistance as needed to state and selected local county staff on impact of the identified strategies and any necessary policy updates.

C. Review, Assessment, Improvement Recommendations and Implementation for Two-parent Targeted Work Activity Strategies (Tentatively Due November 2012)

1. Review and provide a written assessment of Ohio's two-parent work activity cases to identify barriers, either in policy or practice, specific to two-parent families and their ability to meet their required work assignments;
2. Design a targeted approach and implementation plan to revise policies and remove barriers to a successful two-parent work participation program and select strategies that are feasible for Ohio to implement. The plan must include cost, timeline, and components for implementation and the estimated percentage increase in Ohio's two-parent work participation rate.

D. Review, Assessment, and Improvement of Additional Maintenance of Effort (MOE) Strategies and Potential Funding Sources (Tentatively Due November 2012)

1. Research and provide a written assessment on the effectiveness of a separate state program, solely state funded program or other programmatic or funding strategies used by other states to improve the work participation rate, including whether the state met the rate, the cost to the state, funds used for the program, and the duration of the program.
2. Develop a plan for implementation of the separate state program, solely state funded programs or other programmatic or funding strategies identified as feasible for Ohio to implement, including cost, timeline, and components for implementation.
3. Identify additional non-profit agencies for potential partnership and use of the agency's expenditures toward increasing the ODJFS TANF MOE. Provide a report with detailed descriptions of each partner agency, services offered, their estimated qualifying TANF expenditures, and the estimated amount that can be applied toward Ohio's MOE expenditures and facilitate the process to partner with ODFJS via Memorandum of Understanding (MOU) for that purpose.

E. Review, Written Assessment, Improvement Recommendations and Implementation for TANF Ohio Works First Work Activity policy and Work Activity Related Eligibility Policy (Tentatively Due December 2012)

1. Review the current Work Activity and related Ohio Works First eligibility policies and procedures related to Work Activity, both state and county, including the current corrective compliance plan, and identify areas for improvements that will lead to an increase in Ohio's all family and/or two parent work participation rate without unduly limiting access to the work activity program. Completion of this deliverable may require the vendor to participate as needed in the state's corrective compliance plan workgroup meetings. This committee reviews and implements each corrective compliance action and ensures the plan adheres to the submitted timeline. This group meets weekly for approximately one to two hours. The selected vendor could participate by phone if necessary.
2. Provide a written analysis, assessment of the Review, and written recommendations for improvements to Ohio Works First eligibility policies and procedures policies related to Work Activity that may be impeding Ohio's ability to meet the federally required all family and two parent work participation rate. The analysis, assessment and recommendations should include any relevant federal regulations and Ohio's corrective compliance plan to determine if a revision in policy and/or procedure will provide the anticipated increase in work participation rates, and provide greater flexibility of interpretation than is currently implemented in Ohio.

F. Final Recommendations (Tentatively Due January 2013)

1. Present two (2) bound and one (electronic) copies of all Deliverable reviews, assessments, recommendations and plans to ODJFS regarding all phases of the contract period including the results of all research, interviews, trainings, finding, obstacles, deficiencies, suggestions, and solutions as they relate to Ohio's Work Activity Program and the all family and two-parent work participation rate. At a minimum, recommendations must include:
 - a. Language explaining the issues the current policy is causing and identify the areas, if any, where the state has taken a more strict or complex route in interpreting the federal policy.
 - b. Draft language to improve the policy where necessary.
 - c. Draft rule language or statute language where necessary for change.
 - d. Statistical analysis of the improvements the change will make to the state's all family and two-parent work participation rates.
2. Conduct one (1) summary presentation for state staff to explain and highlight the significant reviews, assessments, recommendations and implementation to ODJFS regarding the results of all research, interviews, trainings, finding, obstacles, deficiencies, suggestions, and solutions as they relate to Ohio's Work Activity Program, Ohio Works First Work Activity related eligibility, and the all family and two-parent work participation rate.
3. Conduct a series of five (5) regional presentations and trainings to county staff, as determined by ODJFS, to communicate the results, findings, suggestions and recommended solutions to the OWF Work Activity Program, OWF Work Activity related eligibility, the all family participation

rate, and the two-parent participation rate. All training must be approved by ODJFS staff.

G. Implementation (January –June 2013)

1. Provide assistance with implementation of all approved recommendations at the state and county level including but not limited to project management, technical assistance, policy revision, written procedures, and training as needed and ongoing consultation.
2. Provide ongoing consultation and technical assistance as needed during and upon the conclusion of the project for the following twelve months at no charge. (Consultation after conclusion of the project will consist of no more than two (2) thirty minute phone calls, emails, etc. per month.)

4.5 Selected Vendor Compensation Structure

On the Cost Proposal Form (provided as Attachment D to this RFP), vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed prices for each deliverable is to represent the entire cost the vendor offers for the full and successful completion of that deliverable, The sum of the proposed cost of all deliverables to be performed under the resulting contract will be the vendor's total cost for successful completion of the work described in this RFP.

Vendors are to use their expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their cost accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

The total contact award for the selected proposal will be for the full duration of the project, from the award date through the termination date. The contract award will strictly correspond with the approved cost proposal.

Compensation will be made monthly via the submission of invoices. Vendors must submit a valid and detailed invoice to ODJFS within ten business days after the last business date of the previous month.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

- **Five (5) paper copies (one signed original and four copies) and one CD-ROM copy of the Technical Proposal;**

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

AND

- in a sealed, separate envelope, **three** paper copies (**one signed original and two copies**) and one CD-ROM copy of the Cost Proposal.

The vendors' total proposal submissions (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than **3:00 p.m. on July 12, 2012** Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

**Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
ATTN: RFP/RLB Unit**

Vendors' original technical and cost proposals must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD-ROM) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

All copies (both paper and CD-ROM) of the original proposal must include identical copies of ALL information, documents, and pages in the original proposal. The entire vendor proposal should be converted into **one single secure .pdf document** saved to the CD-ROM submitted to ODJFS. If the proposal's size necessitates more than a single .pdf document to contain the entire proposal, vendors must still send the CD-ROM copy of the proposal, but use the fewest separate .pdf documents possible. The hard-copies and the CD-ROM must be clearly labeled with the vendor's name, submission date, and the name and RFP number for this project.

The requested CD may be used in the formal proposal review processes, and will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include or to properly label it may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

Along with the Technical proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO WORKS FIRST WORK PARTICIPATION IMPROVEMENT PROJECT, RFP: JFS-R-1213-17-8041 SUBMITTED BY [VENDOR'S NAME HERE]."**

The CD-ROM copy of the Technical Proposal must include all components of the technical proposal, including any required or voluntary attachments to it. The CD-ROM copy of the Cost Proposal must include all cost proposal components, including any required or voluntary attachments. **The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal.** Both CD-ROMs must be labeled with the vendor's name, the RFP number, and the proposal submission date or proposal due-date, at minimum. The requested CDs will be used by ODJFS for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at ODJFS discretion, result in the rejection of the vendor from any consideration.

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

during normal ODJFS business hours prior to the posted submission deadline date and time. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above. No confirmation of mailed proposals can be provided.

For hand delivery on the due date, vendors are to allow sufficient time for traffic incidents, downtown parking considerations, as well as for possible security checks at both the lobby of the Rhodes State Office Tower (address as stated above) and again on the 31st Floor. All proposals must be received **no later than the specified deadline, both time and date**, by the Contracts and Acquisitions (C&A), on the 31st Floor of the Rhodes Tower. Proposals may be submitted at any time prior to that deadline, during normal working hours, excluding weekends and state holidays. **ODJFS is not responsible for proposals delivered to any address other than the address provided above. No late proposals will be considered.**

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

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

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

The vendor's Technical Proposal must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Tab 1 shall be sequentially numbered.

Vendors must organize their Technical Proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Tab 2 Vendor Experience & Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, 1 through 7)

Sub-Tab 2b. Organizational Experience & Capabilities (Section 3.2, 1 through 3)

Sub-Tab 2c. Staff Experience and Capabilities (Section 3.3, 1 through 4)

Tab 3 Scope of Work and Specifications of Deliverables

Sub-Tab 3a. Deliverable A (1 through 4)

Sub-Tab 3b. Deliverable B (1 through 3)

Sub-Tab 3c. Deliverable C (1 and 2)

Sub-Tab 3d. Deliverable D (1 through 3)

Sub-Tab 3e. Deliverable E (1 and 2)

Sub-Tab 3f. Deliverable F (1 through 3)

Sub-Tab 3g. Deliverable G (1 and 2)

Tab 4 Administrative Structures—Proposed Work Plan

Tab 5 Vendor Attachments and Appendices

All pages in the Technical Proposal must be sequentially numbered, with the exception of Tab 1 contents.

NOTE: Vendors are required to submit **one additional CD-ROM copy** (using TWO CD-ROMs) of their entire proposal package in non-rewriteable CD format. One CD-ROM is to contain the complete Technical Proposal, including any required or voluntary attachments to it, and the other CD-ROM is to contain the Cost Proposal including any required or voluntary attachments to it. **The CD-ROM containing the Cost Form must be submitted in the sealed envelope containing the hardcopy Cost Form.**

B. Technical Proposal Details

The vendor's Technical Proposal must contain the following components, at minimum. It is mandatory that vendor proposals be organized in the following order, and that wherever appropriate, sections/portions of the vendor proposal make reference by section number/letter to those RFP requirements to which they correspond.

IMPORTANT: Any vendor Technical Proposals found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which ODJFS might find indicative of the relative cost or economy of the proposed project. However, information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal. Any prohibited cost information must be submitted with the separate, sealed project budget/Cost Proposal. The Technical Proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc.) which is not specifically identified by ODJFS as a required component of the separate, sealed project budget/Cost Proposal. Should a vendor feel it is important to include any documents containing such prohibited cost information in the technical proposal, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS.

**1. (Tab 1)
Required Vendor Information & Certifications**

Attachment A—Section I. --In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in **Attachment A—Section I.** to this RFP, entitled "Required Vendor Information & Certifications Document." Vendors may, at their discretion, either print **Attachment A—Section I.**, complete and sign it, and return it as the content of their Proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from **Attachment A.**) on their own letterhead, properly signed, and use that document as the content of their Proposal Tab 1. Vendors who fail to provide all information and certifications as described in **Attachment A—Section I.** in their Proposal Tab 1 risk disqualification.

Attachment A—Section II. -- Standard Affirmation and Disclosure Form: Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every bidder, vendor, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement. **Failure to complete, sign, and return the Standard Affirmation and Disclosure Form with your bid will result in your bid being rejected as being non-responsive and disqualified from further consideration.**

Attachment A—Section III. --Vendors are required to provide a declaration regarding material assistance to a terrorist organization or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List and described in **Attachment A—Section III., Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Vendors MUST complete and sign it, and return it as the content of their Proposal Tab 1. Vendors who fail to provide a signed and completed form risk disqualification. This form may also be accessed and printed at the Ohio Department of Public Safety, Division of Homeland Security’s Website at <http://www.homelandsecurity.ohio.gov>.

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

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

In order to be acknowledged as a vendor with an Ohio presence (as described in RFP Section 8.24, Ohio Presence Consideration) for additional scoring consideration, the vendor must demonstrate in this Tab1 section of its proposal either that it currently has a physical presence in Ohio or has concrete plans for establishing a physical presence. Information to be presented includes the actual or proposed location of the vendor’s presence, a description of the work to be performed at that location, and the number of its personnel to operate from the Ohio location. If the Ohio location is planned but not yet operational, an estimated implementation schedule should be provided.

**2. (Tab 2)
Vendor Experience & Qualifications**

a. Mandatory Vendor Qualifications (Sub-Tab 2 a.)

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

b. Organizational Experience and Capabilities (Sub-Tab 2 b.)

In this section, the vendor is to include their response to the organization experience and capabilities requirements (including any subcontractors) as described in **Section 3.2**, of this RFP.

c. **Staff Experience and Capabilities (Sub-Tab 2 c.)**

In this section, the vendor is to include their response to the staff experience and capabilities requirements (including any subcontractors) as described in **Section 3.3**, of this RFP.

**3. (Tab 3)
Scope of Work & Specifications of Deliverables**

This section should describe in detail how the vendor proposes to perform each task of the scope of work identified in Sections 4.1, Scope of Work and in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each Deliverable identified in Section 4.4 behind separate sub-tabs as described above.

**4. (Tab 4)
Administrative Structures—Proposed Work Plan**

This section should describe in detail (in the order as outlined) the vendor's administrative structures as specified in Section 4.3, Administrative Structures—Proposed Work Plan of this RFP.

**5. (Tab 5)
Vendor Attachments or Appendices**

This section should, at a minimum, include excerpts/samples of work products described in RFP Sections IX and X.

C. Cost Proposal

Three (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR OHIO WORKS FIRST WORK IMPROVEMENT PARTICIPATION PROJECT, RFP: JFS-R-1213-17-8041 SUBMITTED BY [VENDOR’S NAME HERE].”**

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

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

to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts, as described in Section 1.5, Time Frames & Funding Source, of this RFP.

Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFY 2013 (July 1, 2012 through June 30, 2013) at the vendor's discretion, additional documentation may also be included with the completed **Attachment D.**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

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

D. IMPORTANT –DISQUALIFIERS FOR PROPOSAL ERRORS:

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

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Families Assistance and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS.

Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

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

A. Phase I. Review—Initial Qualifying Criteria:

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

1. Was the proposal received by the deadline as specified in Sections 2.5 and 5.1?
2. Did the vendor submit five paper copies and one electronic copy of their Technical Proposal, as well as their Cost Proposal (in a separate sealed envelope labeled: **“NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR THE OHIO WORKS FIRST WORK PARTICIPATION RATE IMPROVEMENT RFP, #: R-1213-17-8041 SUBMITTED BY [VENDOR’S NAME HERE].”**)
3. Does the vendor’s proposal include all required affirmative statements and certifications, signed by the vendor’s responsible representative, as described in **Attachments A.** to the RFP?
4. According to those certifications, does the vendor affirmatively indicate that it is not on the federal debarment list; that there are no unfair labor findings against it; and it is not in violation of ORC Section 9.24, and therefore may enter into a contract with ODJFS?
5. Does ODJFS’ review of the Auditor of State website verify that the vendor is not excluded from contracting with ODJFS by ORC Section 9.24 for an unresolved finding for recovery (*i.e.*, the proposal of any vendor whose name appears on the Auditor’s website as having an unresolved finding for recovery will be eliminated from further consideration.)?
6. Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?
7. Vendors proposal indicates that (as an organization or as individuals) the vendor has completed at least five different government entity (*i.e.* state or county) assessments of Ohio’s TANF OWF work activity program.

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

The PRT will then score those qualifying technical proposals, not eliminated in Phase I. Review, by assessing how well the vendor meets the requirements as specified in the RFP. Using the

score sheet for Phase II scoring (see **Attachment C.** of this RFP for specific evaluation criteria), the PRT will read, review, discuss and reach consensus on the final technical score for each qualifying technical proposal.

Any proposal which does not meet the minimum required technical proposal score as defined in Attachment C will be disqualified from any further consideration and its cost proposal will neither be opened nor considered. **Vendors who demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet. Please refer to Attachment C, Technical Proposal Score Sheet for maximum and minimum allowable scoring thresholds and definitions of scoring values.**

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

For those technically qualified vendors with an Ohio presence and/or being a MBE/EDGE vendor, their final technical score will be the sum of the score they earned according to the Phase II review described above and an additional 20 points for having an Ohio presence and being a MBE/EDGE vendor. That sum will be used for those vendors in Phase III, as described below.

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

The Cost Proposal will be reviewed by ODJFS. The grand total of each technically qualified vendor's Cost Proposal is divided by that vendor's final Technical Proposal score. This compares the cost with the quality of the Technical Proposal, which will provide an average cost-per-quality point earned on the Technical Proposal.

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

6.2 Review Process Caveats

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

ODJFS reserves the right to request clarifications from vendors to any information in their Technical and/or Cost proposals/forms, and may request such clarification as it deems necessary at any point in the proposal review process. Any such requests for proposal clarification when initiated by ODJFS, and vendors' verbal or written response to those requests, shall not be considered a violation of the communication prohibitions contained in Section 2.3 of this RFP. Such communications are expressly permitted when initiated by ODJFS, but are at the sole discretion of ODJFS.

Should ODJFS determine a need for interviewing vendors prior to making a final selection, results to interview questions shall be scored in a manner similar to the process described in Section 6.1, Scoring

of Proposals, above. Such scored results may be either added to those vendors' proposal scores, or will replace certain criteria scores, at the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP.

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

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

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS the technically qualified vendor offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP.

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

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

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal & Acquisition Services, within the following periods:

1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the *eighth (8th) calendar day* after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal & Acquisition Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
ODJFS Office of Legal & Acquisition Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-0423
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal & Acquisition Services shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

8.1 State Contracts

Proposals must list any current contracts the vendor has with State of Ohio agencies. The list must indicate the purpose of the contract, the amount of the contract, the time period covered by the contract, and the percentage of the project completed. Vendors must complete a copy of the Required Vendor Information and Certifications Document (provided as **Attachment A.**) to report this information and include the completed document in the vendor's proposal as specified in **Section 5.2 B., 1** of this RFP.

8.2 Interview

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

8.3 Start Work Date

The selected vendor must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected vendor will be notified by the ODJFS project manager when work may begin. **Any work begun by the vendor prior to this notification will NOT be reimbursable by ODJFS.**

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

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

All proposals and any other documents submitted to ODJFS in response to any RFP, RLB, etc., shall become the property of ODJFS. This RLB and, after the selection of a vendor for award, any proposals received in response to an RFP/RLB and opened, reviewed and considered by ODJFS are deemed to be public records pursuant to R.C. 149.43. For purposes of this section, the term "proposal" shall mean both the technical proposal (or application or other response documentation) and the cost proposal, if opened, submitted by the selected vendor/applicant, and any attachments, addenda, appendices, or sample products.

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

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as **Attachment B.** of this RFP;
- B. Many of the terms and conditions contained in the model contract (See **Attachment B.**) are required by state and federal law; however, the vendor may propose changes to the model contract by annotating the model, and returning it with the vendor's proposal submission. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. The contractor, and any subcontractor(s), will not use or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The contractor, and any subcontractor(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action;
- F. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ODJFS 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;
- G. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect; and
- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

Travel should be folded into the overhead, per diem, or the hourly rates which are built into the cost of the deliverables. Travel is not to be listed separately unless otherwise specified in Section 5.2 C. (Proposal Format and Submission – Cost Proposal) of this RFP.

8.8 Minority Business Enterprise

ODJFS is required by Section 125.081(B) and 123.151 of the ORC to award fifteen percent (15%) of its total procurements to vendors certified as Minority Business Enterprises (MBE). Ohio certified MBE is defined in ORC Section 122.71. If the proposal is not submitted by a certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to an Ohio certified MBE.

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

1. The subcontractor's legal status, federal tax ID number, and principle business address;

2. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the vendor is selected;
5. A statement that the subcontractor has and understands the RFP, the nature of the work, and the requirements of the RFP; and
6. A copy of the Ohio MBE certificate.

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

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

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

8.9 Subcontractor Identification and Participation Information

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

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

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

8.10 Public Release of Records

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

8.11 Confidentiality

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

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;
- B. No contractor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any contractor acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any contractor or potential contractor who violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the contract or refusal by ODJFS to enter into a contract; and
- D. ODJFS employees and contractors who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

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

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

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

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

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

8.18 Unresolved Findings for Recovery (R.C. 9.24)

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

8.19 Mandatory Contract Performance Disclosure

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

8.20 Mandatory Disclosures of Governmental Investigations

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

8.21 Mandatory Disclosures of Work Location

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

8.22 Vendor Selection Restriction

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

8.23 Declaration of Material Assistance Requirements

Any vendor responding to any ODJFS RFP, RLB, or any other procurement opportunity is required to provide certification that the vendor has not provided material support or resources to any organization listed on the “Terrorist Exclusion List” (TEL) maintained by the U.S. Department of State. The Declaration of Material Assistance Form, provided as Attachment A.—Section III to this RFP, must be printed, completed, and signed by the interested vendor’s authorized representative, and returned to ODJFS as a component of the vendor technical proposal/bid. **Failure to properly complete Attachment A will result in the disqualification of the vendor’s proposal from consideration.**

Vendors may access the TEL from the Ohio Homeland Security Office website, located at www.homelandsecurity.ohio.gov.dma.asp or via e-mail to dma-info@dps.state.oh.us for the current list of excluded organizations and additional information.

8.24 Ohio Presence Consideration

The vendor that is awarded the contract resulting from this RFP is required to maintain a physical presence in Ohio throughout the term of the contract, including all renewal periods. Therefore, each vendor must either demonstrate in its proposal that it currently has a physical presence in Ohio or demonstrate concrete plans for establishing a physical presence, to include the actual or proposed location of the vendor’s presence. Vendor proposals must identify the work to be performed for this project at that location and identify vendor personnel, either by staff name or function that will operate from the Ohio location. ODJFS reserves the right, at its sole discretion to reject any proposals which fail to comply with this requirement.

Vendors that can demonstrate in their proposals that they either currently have a physical presence in Ohio or have concrete plans for establishing a physical presence will be given additional scoring consideration. In order to be acknowledged as a vendor with an Ohio presence, vendors must comply with instructions provided in this RFP, Section 5.2, Format for Organization of the Proposal, and provide information on the nature of the work and the number and type of vendor personnel at the Ohio location. Details of how an Ohio presence will be considered in the proposal scoring process are provided in Section 6.1, Scoring of Proposals.

8.25 Prohibition Against Services Performed Outside the United States

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

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (To be completed & included in proposal packet as specified in Sec. 5.2, B., 1.)**
- B.**

- B. ODJFS Model Contract (*For vendor reference purposes*)**
- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. Cost Proposal Form (Most RFPs need a Cost Prop Form, but this reference should be deleted for those that do not.) (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)**

SECTION X. APPENDICES AND THEIR USES

- A. Family Assistance Letter #108 (*For vendor reference purposes*)**
- B. Department of Health and Human Service Letter to Ohio (*For vendor reference purposes*)**
- C. Department of Health and Human Service Letter to Ohio 7-29-2011 (*For vendor reference purposes*)**
- D. Department of Health and Human Service Letter to Ohio RO 05 Ohio 2009 (*For vendor reference purposes*)**
- E. WPCCP Cover Letter (*For vendor reference purposes*)**

Thank you for your interest in this project.

Attachment A

**Attachment A consists of 3 distinct and different sections.
All sections must be completed and included in Tab 1 of
the proposal.**

Section I – Required Vendor Information

Section II - Location of Business Form

Section III – Declaration Regarding Material Assistance

Attachment A

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

Purpose: ODJFS requires the following information on vendors who submit proposals or bids in response to any ODJFS Requests for Proposals (RFPs) or Requests for Letterhead Bids (RLBs), in order to facilitate the development of the contract (or finalization of a purchase) with the selected vendor. ODJFS reserves the right to reject your proposal if you fail to provide this information fully, accurately, and by the deadline set by ODJFS. Further, some of this information (as identified below) **must** be provided in order for ODJFS to accept and consider your proposal\bid. **Failure to provide such required information will result in your proposal’s immediate disqualification.**

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made)	
4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): Vendor Representative NAME and TITLE: Address: E-Mail Address: Phone #: _____ Fax #: _____	
8. Is this vendor an Ohio certified MBE? Yes No If yes, attach a copy of current certification to proposal\bid. (IF ODJFS has specified the RFP\RLB\purchase document as an opportunity open exclusively to Ohio Certified MBEs, then failure to attach a copy of current certification WILL RESULT IN DISQUALIFICATION.)	

9. Mandatory Vendor Certifications:

ODJFS may not enter into contracts with/make purchases from any vendors who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Vendors responding to any ODJFS RFP\RLB or other purchase opportunity MUST certify that they are NOT INELIGIBLE by signing each of the three statements below. **Failure to provide proper affirming signature on any of these statements will result in the disqualification of your proposal\bid.**

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

AND

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

AND

I _____ (signature of representative shown in Item #7, above) hereby certify and affirm that _____ (name of the vendor shown in Item # 3, above), **either is not subject to a finding 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 Vendor and any Subcontractor(s)

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

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

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2010) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

State Agency/Educational Institution: _____

Contract Dollar Amount: _____

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

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

- (1) I have reviewed and understand Ohio ethics and conflict of interests laws, as found in Chapter 102. and Sections 2921.42 and 2921.43 of the Ohio Revised Code.
- (2) I have reviewed and understand Executive Order Number 2007-01S.
- (3) I will not do anything inconsistent with those laws or Executive Order Number 2007-01S.
- (4) I acknowledge that failure to comply with this certification, is, by itself, grounds for termination of this contract or grant with the State of Ohio.

Signature of authorized agent

Date

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

12. I have read the ODJFS Model Contract attached to the RFP/RLB, and if awarded a contract, I will not ____ (or) I will ____ request changes to the standard language, and have marked the requested changes and returned the model document with this proposal for consideration by ODJFS. (If so, ODJFS will review those requested changes if you are the selected vendor. All requested changes to model contract language are subject to ODJFS approval.) (NOTE: Item 13 is not applicable and not required when the subject ODJFS procurement opportunity is offered only to State Term Schedule Vendors.)

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

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final page 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.

Location of Business Form

Pursuant to Governor's Executive Order 2010-09S (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 Provide the location(s) from which all the work related to this project will be performed, including any subcontract work, if different from the location of principal place of business.

2 Provide the location(s) where any state data associated with any of the services through this Contract will be accessed, tested, maintained, backed-up, or stored.

3 Identify any subcontractors that will be providing any services under this agreement, and specify the location of the principal place of business of those subcontractors.

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2010-09S. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip



Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

DECLARATION In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. 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 the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

ATTACHMENT B

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT AGREEMENT

C-00-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; DELIVERABLES

- A. The purpose of this Contract is **INSERT PURPOSE**. CONTRACTOR will perform its responsibilities under this Contract in accordance with the RFP and the Proposal. The responsibilities ("Deliverables") are summarized as follows:

INSERT DELIVERABLES
- B. The ODJFS Contract Manager is **OJFS Contract Manager**.
- C. The ODJFS Contract Manager may periodically communicate specific requests and instructions to CONTRACTOR concerning the performance of the Deliverables described in this Contract. CONTRACTOR agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten (10) days after CONTRACTOR's receipt of the requests or instructions. ODJFS and CONTRACTOR expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Deliverables described in this Contract, and are not intended to amend or alter this Contract in any way. If CONTRACTOR believes that any requests or instructions would materially alter the terms and conditions of this Contract or the compensation stated hereunder, CONTRACTOR will immediately notify the ODJFS Contract Manager pursuant to ARTICLE V of this Contract. CONTRACTOR agrees to consult with the ODJFS Contract Manager as necessary to ensure understanding of the Deliverables and the successful completion thereof.
- D. Ownership of Deliverables:
 - 1. All Deliverables provided by CONTRACTOR under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of ODJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. CONTRACTOR will not obtain copyright, patent, or other proprietary protection for the Deliverables. CONTRACTOR will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for ODJFS and CONTRACTOR to use such copyrighted matter in the manner provided herein. CONTRACTOR agrees that all

Deliverables will be made freely available to the public unless ODJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

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

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

- A. This Contract is in effect from the date of issuance of an approved State of Ohio purchase order (see ARTICLE II, Section B, *infra*) or _____, whichever is later, through _____, unless this Contract is suspended or terminated pursuant to ARTICLE IV prior to the expiration date. **This Contract may be renewed through June 30, 2013, upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to CONTRACTOR if ODJFS decides to renew this Contract. CONTRACTOR will not obligate resources in anticipation of a renewal until notice is provided.**
- B. In addition to Section A above, it is expressly understood by both ODJFS and CONTRACTOR that this Contract will not be valid and enforceable until the Director of the Ohio Office of Budget and Management, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The ODJFS Contract Manager will notify CONTRACTOR when this certification is given.

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is **TOTAL AMT** Dollars (**\$TOTAL**). ODJFS will pay an amount up to **SFY1 AMT** Dollars (**\$SFY 1**) for State Fiscal Year **SFY1** and up to **SFY2 AMT** Dollars (**\$SFY2**) for State Fiscal Year **SFY2** expressly for the completion of the Deliverables described in ARTICLE I. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. Compensation will be paid ...
- C. CONTRACTOR will submit three (3) copies of detailed invoices on a **monthly, quarterly, annual** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 38th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
 1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;

3. Purchase order number;
 4. Amount and purpose of the invoice;
 5. Description of Deliverables performed during the billing period; and
 6. Receipt or other proof of costs paid by CONTRACTOR for which CONTRACTOR is seeking reimbursement.
- D. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date specified in ARTICLE II.
- E. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. CONTRACTOR must submit final invoices for payment no later than ninety (90) days after the ending date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- F. Subject to the provisions of ORC 126.07 and 131.33, which will at all times govern this Contract, ODJFS represents that:
1. It has adequate funds to meet its obligations under this Contract;
 2. It intends to maintain this Contract for the full period set forth in ARTICLE II and has no reason to believe that sufficient funds will not be available to make all payments due hereunder; and
 3. It will use its best efforts to obtain the appropriation of necessary funds during the term of this Agreement. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- G. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same State Biennium, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Contract will automatically terminate upon expiration of the time period in ARTICLE II, upon completion of all Deliverables, or once all of the compensation has been paid.
- B. Notwithstanding other provisions in this ARTICLE, either party may terminate this Contract at will by giving ninety (90) days written notice to the other party. Upon thirty (30) days written notice to CONTRACTOR, ODJFS may suspend this Contract at ODJFS's sole discretion.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Contract immediately upon delivery of a written notice to CONTRACTOR if:
1. ODJFS loses funding as described in ARTICLE III, Section F;
 2. ODJFS discovers any illegal conduct by CONTRACTOR; or
 3. CONTRACTOR has violated any provision of ARTICLE VIII.
- D. Except as provided in Sections A and B of this ARTICLE V, CONTRACTOR will have thirty (30) calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the thirty (30) calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within thirty (30) calendar days. For purposes of this Section C, "persistent" means that ODJFS has notified CONTRACTOR three (3) times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The three (3) notices do not

have to relate to the same obligation or type of failure. After the third notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the thirty (30) calendar days generally applicable in this Section C. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate.

- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status of all Deliverables and includes the results accomplished and the conclusions reached through Deliverables; and
 4. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section A or termination for loss of funding pursuant to Section B, ODJFS will be entitled to utilize another contractor to complete the Deliverables described in ARTICLE I of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section G is in addition to any other remedies available to ODJFS pursuant to this Contract.
- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and CONTRACTOR agree that communication regarding Deliverables, scope of work, invoice or billing questions, or other routine instructions will be between CONTRACTOR and the identified ODJFS Contract Manager pursuant to ARTICLE I, Section C of this Contract.
- B. Notices to ODJFS from CONTRACTOR that concern changes to CONTRACTOR's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Contract will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to CONTRACTOR from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Contract will be sent to CONTRACTOR's representative at the address appearing on the signature page of the this Contract.

- D. All notices in accordance with Sections B and C of this ARTICLE will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records ODJFS provides to the specific Deliverables specified in ARTICLE I of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this Section B will be included in any subcontract executed by CONTRACTOR for work under this Contract.
- C. CONTRACTOR information that is proprietary and has been specifically identified by CONTRACTOR as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put CONTRACTOR at a competitive disadvantage in CONTRACTOR's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of CONTRACTOR's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. CONTRACTOR must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Contract will be retained by CONTRACTOR and will be made available for audit by state and federal government entities that include but are not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three (3) years after CONTRACTOR receives the last payment pursuant to this Contract. If an audit, litigation or similar action is initiated during this time period, CONTRACTOR will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, CONTRACTOR must meet the requirements of the federal Office of Management and Budget (OMB) Circulars A-110, A-122, and A-133. CONTRACTOR acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Contract are presumptively deemed public records.
- E. CONTRACTOR hereby agrees to current and ongoing compliance with Title 42, Section 1320 of the United States Code (42 USC 1320d -1320d(8)) and the implementing regulations found at Title 45, Parts 164.502 and 164.504 of the Code of Federal Regulations (45 CFR 164.502(e) and 164.504(e)) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). CONTRACTOR further agrees to include the terms of this Section E in any subcontracts that may be executed pursuant to this Contract.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. Any written amendment to this Contract will be prospective in nature.

- B. CONTRACTOR agrees not to assign any interest in this Contract nor transfer any interest in the Contract without the prior written approval of ODJFS. CONTRACTOR will submit any requests for approval of assignments and transfers to the ODJFS Contract Manager at least 10 (ten) days prior to the desired effective date. CONTRACTOR understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Contract amount specified in ARTICLE III of this Contract.

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, CONTRACTOR is not in compliance with the conditions affirmed in this Section A, ODJFS will consider this Contract *void ab initio* and will deliver written notice to CONTRACTOR. Any funds the State of Ohio paid CONTRACTOR for work performed before CONTRACTOR received notice that the Contract is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Federal Debarment Requirements.** CONTRACTOR affirms that neither CONTRACTOR nor any of its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. CONTRACTOR also affirms that within three (3) years preceding this Contract neither CONTRACTOR nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** CONTRACTOR affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Contract period CONTRACTOR, for any reason, becomes disqualified from conducting business in the State of Ohio, CONTRACTOR will immediately notify ODJFS in writing and will immediately cease performance of all Deliverables.
 3. **Unfair Labor Practices.** CONTRACTOR affirms that neither CONTRACTOR nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify CONTRACTOR as having more than one (1) unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** CONTRACTOR affirms that neither CONTRACTOR nor its principals or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
 5. **Material Assistance to Terrorist Organization.** CONTRACTOR affirms that CONTRACTOR, its principals, affiliated groups, or persons with a controlling interest in CONTRACTOR's organization

are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.

- B. If at any time CONTRACTOR is not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Contract and will deliver written notice to CONTRACTOR. CONTRACTOR will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time CONTRACTOR was in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when CONTRACTOR was not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.
1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status. CONTRACTOR will ensure that all applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training—including apprenticeship—or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, or veteran status.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics Laws.** CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2007-01S pertaining to ethics. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Conflicts of Interest.**
 - a. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one (1) or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - b. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - c. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of

CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

5. **Lobbying Restrictions.**

- a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

6. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

7. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

8. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

9. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

10. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008—13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth, and Equity ("EDGE") vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

11. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or

other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, CONTRACTOR agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by CONTRACTOR. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. CONTRACTOR agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section C. If any information and/or assistance is furnished by ODJFS at CONTRACTOR's written request, it is at CONTRACTOR's expense. If any of the materials, reports, or studies provided by CONTRACTOR are found to be infringing items and the use or publication thereof is enjoined, CONTRACTOR agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of CONTRACTOR under this Section survive the termination of this Contract, without limitation.
- D. **Liens.** CONTRACTOR will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to CONTRACTOR in connection with this Contract, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to CONTRACTOR under this Contract.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE IV. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

ARTICLE X. CONSTRUCTION

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

In Actual Agreement,
Signature Page Would Follow Here:

Remainder of page intentionally left blank

ATTACHMENT C
RFP#: R-1213-17-8041
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM	PROPOSAL ACCEPTANCE CRITERIA	RFP Section Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1/5.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1		
3	Vendor’s proposal includes all required affirmative statements and certifications, fully signed and completed by the vendor’s responsible representative, as described in Attachment A and C to the RFP?	8.18		
4	Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	8.18		
5	ODJFS’ review of the Auditor of State website verifies that the vendor is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	4.18		
6	Vendor’s proposal shows (as an organization or as individuals) has completed at least five different government entity (i.e. state or county) assessments of a TANF Cash Assistance and Work Participation program, or another Federal program in Ohio or another state. The vendor is to provide a list of the government entities along with the dates of the assessments.	3.1, 1		
7	The vendor has demonstrated at least three years experience in research methodology, administration process analysis and public sector planning and implementation.	3.1, 2		

PHASE II: Criteria for Scoring of Technical Proposal

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **304** points out of a maximum of **398** points, will be disqualified from further consideration and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
REQ. VENDOR INFO. & CERTIFICATIONS							
1	The vendor has included, properly completed and signed, the Required Vendor Information & Certifications as specified in the RFP.	VIII(A)	1				
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
2	The vendor must provide documentation of at least two, but no more than four, similar sized projects completed by lead project staff in the past five years that demonstrate expertise in increasing work participation rates within the Ohio Works First (or similar program) or TANF Cash Assistance program, showing a successful record of improving, avoiding, or removing that state's work participation rate and/or improving or removing current or future state or federal penalty status and which demonstrate experience in analyzing and recommending changes resulting from analysis. (Documentation may include but is not limited to: previous assessments, copies of executive summaries, project plans, etc.).	3.2, 1	3				
3	The vendor has experience working with at least one other state showing success with improving the work participation rate for that state. Provide contact name and state where work was preformed.	3.2, 2	3				
4	The vendor has provided names and contact information for at least two entities for which lead project staff have performed similar large scale projects in the past three years.	3.2, 3	2				
STAFF EXPERIENCE & CAPABILITIES							
5	The vendor has designated a project manager who has a minimum of five years experience in project management experience; a bachelor's degree in business administration, public administration, social sciences or other related field; a project management certification and experience using the Project Management Body of Knowledge (PMBOK).	3.3, 1	3				
6	The designated project manager must have at least five years experience in in the field of improving work participation rates, research methodology, administrative process analysis and public sector planning and implementation. Staff identified for policy consultation must possess at least two years of policy consultation experience with the TANF program either at the state or federal level.	3.3, 2	3				
7	The vendor has identified by position and by name, those staff considered key to the project's success, at minimum, key staff identified must have project management and policy consultation experience.	3.3, 3	2				
8	The vendor has included resume(s) of key staff expected to work on the project. Staff identified for project management must possess at least five years of project management experience in the field of improving work participation rates, research methodology, administrative process analysis and public sector planning and implementation. Staff identified for policy consultation must possess at least two years of policy consultation experience with the TANF program either at the state or federal level. One person may fulfill both roles.	3.3, 4	2				
9	The vendor has identified lead project staffs that have experience conducting reviews of work participation activities; knowledge of the TANF Cash Assistance and other Cash Assistance and Work Participation requirements; and the ability to select and apply those methods that are best suited to improve Ohio's work participation rates. (To demonstrate knowledge and experience in the above areas documentation may be but is not limited to: previous assessments, copies of executive summaries, project plans, etc.).	3.3, 5	2				
10	The vendor has identified lead project staffs that have technical expertise in guiding innovative teams with documented success in improving state work participation rates. (To demonstrated knowledge and experience with increasing work participation, documentation may be but is not limited to: previous assessment, copies of executive summaries, projects plans, etc.).	3.3, 6	1				
SCOPE OF WORK							
11	The vendor has provided a plan to assist with the implementation, communication, revisions, improvement of clarity, incorporation of successful strategies and all approved recommendations for all five (5) objectives identified in this RFP.	4.1	2				
12	The vendor has provided a statement of understanding and commitment to perform this Scope of Work fully.	4.1	1				
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
13	The vendor's r project plan illustrates the vendor's understanding of the 5 key objectives of the project, and identifies and explains the vendors approach to completing the key objectives and the specifications of deliverables of the proposed project.	4.3 A	2				

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
14	The vendor has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.3 B	1				
15	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specified the key management and administrative personnel who will be assigned to this project, supply credentials of personnel, and background checks.	4.3 C	1				
16	The vendor has provided a timeline for each component of the scope of work and the specifications of deliverables including the staff hours for personnel involved, and a chart showing the number of hours devoted to the program. The applicant must provide the percentage of time each key management person will devote to the project.	4.3 D	2				
17	The vendor has provided a Table of Organization that includes other paid and volunteer staff.	4.3 D	1				
SPECIFICATIONS OF DELIVERABLES							
18	The vendor's plan includes a detailed description of the methodologies to review, provide a written assessment, improvement recommendations and a implementation plan for Ohio's Work Activity Technical Assistance and Training processes.	4.4, A 1 - 4	1				
19	The vendor's plan includes a detailed description of the methodology to be used to review, provide a written assessment, improvement recommendations and implementation of County Agency work activity processes.	4.4, B 1 - 3	1				
20	The vendor's plan includes a detailed description of the methodologies to review, provide a written assessment, improvement recommendations and implementation for Two-Parent targeted work activity strategies.	4.4, C 1 - 2	1				
21	The vendor's plan includes a detailed description of the methodologies to research, provide a written assessment and implementation of additional maintenance of effort (MOE) strategies and potential funding sources.	4.4, D 1 - 3	1				
22	The vendor's plan includes a detailed description of the methodologies to review, provide a written assessment, improvement recommendations and implementation for TANF Ohio Works First work activity policy and work activity related eligibility policy.	4.4, E 1 - 2	1				
23	The vendor's plan includes how the vendor will formulate and submit a detailed description of the final recommendations content.	4.4, F 1 - 3	1				
24	The vendor's plan includes a detailed description of the vendors implementation plan and the plan to provide ongoing consultation.	4.4, G 1 - 2	1				
PROPOSAL ORGANIZATION							
25	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.50				
26	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25				
27	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25				
TRADE SECRET INFORMATION							
28	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, D. 8.5			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Phase II A. Total Technical Score earned, does the vendor's proposal proceed to Phase II B. for additional consideration for demonstrating an Ohio Presence and being an MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 304 points.)

Yes _____ No _____ (If "No," Vendor's Technical Proposal will not receive further consideration and their Cost Proposal will not be opened.)

PHASE II B.— Additional Consideration	RLB	NO	YES
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		Sec. Ref.	(+10 pts. each)
1.	Ohio Presence --Has the vendor provided evidence of having an Ohio presence?	4.24 6.1, B.	
2.	MBE-EDGE Vendor --Has the vendor provided evidence that they are an MBE-EDGE vendor?	4.8 6.1, B.	
		PHASE II. B. TOTAL POINTS: [20 max. allowable points]	
		VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:	

ATTACHMENT D: COST PROPOSAL FORM

Instructions:

Vendors are to complete the Cost Proposal Form, provided as **Attachment D**, to the RFP according to instructions, sign it, and submit it fully completed as the separate sealed cost proposal. The vendors are to propose their firm, fixed, all-inclusive cost for each deliverable. The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The sum of the proposed cost of all deliverables to be performed under the resulting contract will be the vendor's total cost throughout the contract period as described in this RFP. Vendors are to use the format in **Attachment D, Cost Proposal Form**, to submit their cost proposal for SFY 13. At the vendor's discretion, additional documentation may also be included with the completed **Attachment D**, as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the rates displayed on the Cost Proposal Form.

Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their rates accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

Vendors are to propose their firm, fixed, all-inclusive rates per A through G:

Deliverable Section 4.4 A. thru G.	Total Deliverable Cost for SFY 2013
A. Review and Written Assessment and Improvement Recommendations and Implementation for Ohio's Work Activity Technical Assistance and Training Processes	\$
B. Review, Assessment, Improvement Recommendations and Implementation of County Agency Work Activity Processes	\$
C. Review, Assessment, Improvement Recommendations and Implementation for Two-parent Targeted Work Activity Strategies	\$
D. Review, Assessment, and Improvement of Additional Maintenance of Effort (MOE) Strategies and Potential Funding Sources	\$
E. Review, Written Assessment, Improvement Recommendations and Implementation for TANF Ohio Works First Work Activity policy and Work Activity Related Eligibility Policy	\$
F. Final Recommendations	\$
G. Implementation	\$
GRAND TOTAL	\$

The vendor's grand total cost proposal is the sum deliverables A through G. The total proposed cost is used for purposes of vendor selection as described on the RFP # JFS-R-1213-17-8041 Technical Proposal Score Sheet (Attachment C) and total amount used listed on the contract and purchase order.

Name (Signature) and Title

Date of Signature



Family Assistance Letter #108

September 29, 2011

TO: Directors, County Departments of Job and Family Services

FROM: Trudie J. Bormann, Deputy Director
Office of Family Assistance

SUBJECT: **TANF Work Participation Rate Corrective Compliance Plan**

On August 28, 2009, Ohio received notification of its failure to meet both the two-parent and all-family work participation rates for federal fiscal year (FFY) 2007 and of a potential \$32,758,572 penalty to the State Family Assistance Grant (i.e. TANF) as a result. Ohio filed an appeal of reasonable cause for failure to meet the rate. On July 29, 2011, the U.S. Department of Health and Human Services, Administration for Children and Families, responded that the information submitted for FFY 2007 did not demonstrate Ohio's claim of reasonable cause. As a result, the state must enter into a corrective compliance plan.

The following corrective measures are included in our submitted corrective compliance plan. These measures are intended to bring Ohio into compliance with both the overall work participation rate (50 percent) and the two-parent work participation rate (90 percent) in FFY 2012 (October 1, 2011 – September 30, 2012). Failure to meet these rates in this time frame will result in a financial penalty applied against the state.

Before submitting the plan, we met with the Ohio Job and Family Services Directors Association, county directors and representatives from the metropolitan areas as well as directors and representatives from other counties to solicit ideas for inclusion into the plan. Many of the measures set forth below were a result of those meetings.

First Month Pay-for-Performance Program

Ohio law currently permits county departments of job and family services (CDJFS) to assign applicants for TANF assistance to job search activities before their TANF assistance benefits are approved. Failure to comply with the job search assignment can result in the imposition of one, three or six month tiered sanctions. Step-by-step instructions have been shared on how to use the first month pay-for-performance option. A webinar has been scheduled for October 17, 2011, to discuss appropriate use of this assignment. Sign up instructions were issued on September 23 from the Office of Family Assistance to county work activity coordinators and directors. In addition, the state will

seek changes to the Ohio Revised Code to align the self-sufficiency contract with the eligibility determination.

Additional Program Policy Changes

The state is reevaluating procedures for restoring TANF assistance after a family serves a sanction. Currently, state law provides that the failure or refusal ceases at the end of the sanction with the receipt of a compliance form signed by the assistance group. The state is exploring options to mandate and standardize a work participation demonstration as a willingness to comply prior to reinstatement.

County Corrective Compliance Plans

Counties that failed to meet the work participation rates for state fiscal year (SFY) 2011 will be required to develop corrective compliance plans to explain how their agency will meet the rates for FFY 2012. These plans will require sign off from the boards of county commissioners ensuring their county is committed to correcting its noncompliance. Notification and format will be forthcoming.

System/Automation and Reporting Strategies

A new Web-based time and attendance verification system will be developed to verify when work-eligible individuals complete work hours. The system will have security checks in place to require access at specific job site locations and to require supervisory sign-off when work hours are completed. This information will then be transmitted into a state-supported portal and have the ability to be copied into the Client Registry Information System – Enhanced (CRIS-E). This automation will eliminate the need to manually track down attendance verification and laboriously enter data.

To further enhance the usefulness of case management reports (GWP103), the state will increase the frequency of data provided for them and explore daily, weekly or even real-time loading of data.

To ensure appropriate reporting for work-eligible individuals caring for children under the age of 6, system edits are being incorporated into CRIS-E to force more accurate completion of the household composition data fields.

Federal Reporting Changes

Ohio will amend its sampling plan and submit a smaller sample in order to reduce the number of errors that are returned for correction. Additionally, we will pull the sample for each month shortly after the month ends and make it available for your agency's review of the data prior to submission to ensure you have submitted all possible verified hours. This is a new process that will be implemented and additional information will be forthcoming from the Office of Family Assistance.

State Hearings Improvements

In order to provide more timely hearings ODJFS has increased its hearing officer capacity by 20 percent and will limit the approval of continuances to federal mandates.

Enhanced Training and Technical Assistance

Ohio will implement a statewide online job search/job readiness tool.

Ohio will issue monthly summary reports detailing county performance and targeting categories for improvement to each county.

To improve communication with the boards of county commissioners, the state will be sharing information on the impending penalty and its potential local consequences. In addition, ODJFS will provide monthly updates to the boards regarding each county agency's performance in meeting work participation requirements.

Statewide Communication

ODJFS will be launching a media campaign to inform the public about the requirements associated with the TANF program.

Separate State Program

In an effort to improve low-income working families' access to nutritious food, in January 2012 Ohio will launch a new state-sponsored program called Ohio Works Now. Ohio Works Now will provide a small supplemental TANF-funded food assistance benefit to employed TANF-eligible needy families with children in addition to the food assistance benefits the families already receive. The families must have a work-eligible individual with a minor child, and be employed sufficient hours to meet the TANF work participation requirement for that family.

Ohio Works Now benefits will be food assistance benefits, not cash assistance benefits. They will be loaded onto families' Ohio Direction Cards and must be spent only as permitted in Ohio's Food Assistance Program. However, the families participating in the program will be included for potential reporting for the state's work participation rate under the category of a separate state program funded with state maintenance-of-effort funds.

The Ohio Works Now process is completely automated and will require no worker action other than answering client inquiries about the program. Families will not have to apply for the Ohio Works Now benefit. Eligibility for the benefit will be determined each month based on data in the CRIS-E eligibility system. This program will issue a benefit of \$10.00 a month in state-funded food assistance benefits to employed needy families with children who are already in receipt of federal food assistance.

The addition of the Ohio Works Now program alone, without decisive improvement by each CDJFS in achieving the required work participation rate, is insufficient to ensure federal compliance. This temporary program is only intended to supplement the improvement efforts of each CDJFS in FFY 2012. The expectation is that through the combination of successful county continuous improvement plans and implementation of the other above named actions each county will achieve the required rate on a monthly

Family Assistance Letter #108

Page 4

September 29, 2011

basis by the end of FFY 2012 and will continue that performance each month in FFY 2013. The Ohio Works Now program will not be available to supplement in FFY 2013.

These corrective compliance components will begin implementation between October 1, 2011, and September 30, 2012 and it is imperative that Ohio meet its all-family and two-parent work participation rate for FFY 2012 to avoid the actual financial penalty.

Included is a copy of the Governor's Executive Order authorizing the Ohio Works Now program and the Corrective Compliance Plan submitted to the U.S. Department of Health and Human Services (Attachment A), and a description of the Ohio Works Now program (Attachment B).

If you have any questions about this letter, please contact:

Beth Kowalczyk, Chief
Bureau of Family Assistance Policy Initiatives
Office of Family Assistance
614-644-1535
Beth.kowalczyk@jfs.ohio.gov

or

Lemuel Harrison, Chief
Bureau of Technical Assistance and Oversight
Office of Family Assistance
614-644-1475
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c: Michael B. Colbert, Director
Michael McCreight, Assistant Director
ODJFS Deputy Directors
Family Assistance Staff

Joel Potts, OJFSDA
Larry Long, CCAO
Kim Newsome, OCDA
Crystal Allen, PCSAO



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

August 28, 2009

Mr. Douglas E. Lumpkin
Director
Ohio Department of Job and Family Services
State Office Tower, 32nd Floor
30 E. Broad Street
Columbus, OH 43215-3414

Dear Mr. Lumpkin:

I regret to inform you that Ohio failed to meet either its overall or two-parent TANF participation rate for fiscal year (FY) 2007. Many States found it difficult to meet the FY 2007 work participation rates in the Temporary Assistance for Needy Families (TANF) program due to the major changes to work participation requirements in the Deficit Reduction Act of 2005. We realize that States faced significant challenges in meeting these new requirements and that the country is currently in the midst of difficult economic times that are placing substantial pressures on State human service agencies and programs, including TANF. We will work closely with you to ensure that you are aware of your options for penalty relief and to help you come into compliance as soon as possible. This letter outlines how we calculated the amount of your penalty and the options available to you.

After applying your State's caseload reduction credits of 3.8 percent and 3.8 percent to the required participation rates of 50 percent overall and 90 percent for two-parent families, the FY 2007 adjusted target rates for your State became 46.2 percent and 86.2 percent, respectively. Ohio achieved a rate of 23.7 percent overall and a two-parent participation rate of 29.3 percent. These shortfalls mean that the State is subject to a penalty.

We arrived at the base penalty amount by applying the regulations at 45 CFR 261.50 to the data you submitted. Because Ohio was not subject to a penalty for failure to meet the participation rate in the immediately preceding fiscal year, the base penalty is five percent of the FY 2007 adjusted State family assistance grant. We then reduced the penalty based on the degree of the State's noncompliance, in accordance with the regulations at 45 CFR 261.51.

Penalty Reduction

Under the regulations, there are two possible reductions for which a State may qualify. First, if the State failed only the two-parent rate, we reduce the base penalty to a percentage equal to the proportion of two-parent families in its caseload. To receive further reduction, the State must meet two threshold tests specified in the regulations. The threshold tests require the State to achieve a participation rate that is at least half of its adjusted target rate and to increase the

number of individuals it engaged in work over the prior year. If the State meets both of those tests, it qualifies for the second reduction, which is based on the severity of the State’s failure.

We consider three factors in determining the severity of the State’s failure: the degree to which the State missed the adjusted target; how many more individuals it has engaged in work over the prior year; and how many rates and how many successive years the State has failed. For the first factor, we reduce the penalty proportionally for the State’s level of achievement above the 50-percent threshold. For the second factor, we calculate an adjustment factor that rewards the State for engaging at least 15 percent more individuals in work than it engaged the prior year. We multiply those factors by the base penalty (reduced for failing only the two-parent rate, if appropriate). For the last factor, we then multiply that reduction by a percentage based on the number of rates failed and number of consecutive years of failure. A State that fails only one rate in its first year of failure receives 100 percent of the severity reduction. If the State fails both rates in the first year or one rate in the second successive year, it receives 50 percent of this reduction. If the State fails both rates in the second successive year of failure, it receives 25 percent of this reduction. A State that is in its third or greater successive year of failure will not receive any reduction for the severity of the failure.

Accordingly, the penalty amount for Ohio is \$32,758,572. Here are our calculations using an Excel spreadsheet:

State Information

Caseload Reduction Credit	Adjusted Target	Rate Achieved ¹	Adjusted SFAG
3.8%	46.2%	23.7%	\$655,171,435

Reduction Above 50% Threshold	Number Engaged in Work, FY 06	Number Engaged in Work, FY 07	Adjustment Factor	Percentage of Reduction Available (due to years of failure, # of rates failed)
2.5%	18,929	7,314	0.0	50%

Penalty Calculations

Step	Base Penalty Amount	Threshold Tests	Reduction for Severity of Failure	Penalty Amount
Calculation	5% of Adjusted SFAG	<ul style="list-style-type: none"> • Test 50% threshold • Test increase in # engaged in work 	If <i>both</i> tests met, multiply together threshold reduction, adjustment factor, percentage of severity failure reduction, and reduced penalty	Subtract reduction for severity of failure from reduced penalty
Result	\$32,758,572	Test 1: yes Test 2: no	\$0	\$32,758,572

¹ The participation rate achieved has been adjusted to remove cases with federally recognized good cause domestic violence waivers of work, pursuant to 45 CFR 261.51(b)(7).

Right to Appeal

In accordance with 45 CFR 262.7, this letter serves as a formal notice of an adverse action. You have the right to file an appeal with the HHS Departmental Appeals Board (DAB) pursuant to 45 CFR 262.7 and 45 CFR Part 16. If you wish to do this, you should submit the appeal, including a brief and supporting documents, to:

HHS Departmental Appeals Board
Appellate Division, MS 6127
Cohen Building, Room G-644
330 Independence Avenue, SW
Washington, D.C. 20201

Please send a copy of the appeal and any supplemental filings to:

HHS Office of the General Counsel
Children, Families and Aging Division
Mailstop 4280, Cohen Building
330 Independence Avenue, SW
Washington, D.C. 20201

You must file your appeal within 60 days of the date you receive this letter. If you choose to file an appeal and the penalty is upheld, interest charges will be calculated from the date of this letter and added to the amount of the penalty in accordance with the applicable provisions at 45 CFR Part 30.

Next Steps

The regulations provide several other options that you may choose to pursue at this point. If you elect one or more of those options and the penalty is not ultimately reduced or resolved, then at the end of that process, we will issue another notice of adverse action that will provide a 60-day appeal period.

First, you may dispute the penalty, as provided at 45 CFR 262.4, if you think our finding is wrong. Second, if you believe you have reasonable cause for failing to meet the participation rate, you may make a claim explaining your grounds for an exception from the penalty in accordance with 45 CFR 262.5. Third, as provided at 45 CFR 262.6, you may enter into a corrective compliance plan to correct the violation and demonstrate how you will achieve compliance with the work participation requirements. Fourth, if the State's noncompliance was due to circumstances that caused it to be a "needy" State (as defined in section 403(b)(5)) or due to extraordinary circumstances such as a natural disaster or regional recession, you may submit information substantiating a request that we make a discretionary reduction of the penalty in accordance with the provisions of 45 CFR 261.51(d).

If you wish to pursue one of these options, you must submit the appropriate materials within 60 days of the date you receive this letter. If you think our finding is incorrect, you should submit a letter explaining the grounds for your dispute, along with any documentation of your position. To make a claim of reasonable cause for failing to meet the rate, you should submit a letter describing the grounds for a reasonable cause exception, including any documentation to support your claim. If you would like to enter into a corrective compliance plan, you should submit such a plan. The plan must indicate that the State will correct the violation in accordance with the timeframe set forth in 45 CFR 262.6 (e)(1) by achieving its minimum participation rate in the required fiscal year. In addition, the plan must analyze why the State failed to meet the requirements, describe the milestones, including interim process and outcome goals, that the State will achieve to assure it comes into compliance on time, and include a certification by the Governor that the State is committed to correcting the violation in accordance with the plan. If you think the State is entitled to a discretionary reduction, you should submit a letter with documentation substantiating the circumstances of the failure.

Please note that you may exercise the options outlined above in turn, awaiting a decision on one before submitting materials for the next. In such case, you would have 60 days from the date you receive our response to the first claim to submit the materials required to exercise another option. If we deny a dispute of the penalty amount or a reasonable cause request, or a request under 45 CFR 261.51(d), we will issue another notice of adverse action that will provide a 60-day appeal period. If you submit a timely corrective compliance plan and are ultimately unable to correct the violation in the manner and within the timeframe set forth in the plan, then we will issue another notice of adverse action that will provide a 60-day appeal period.

If we receive no written response within 60 days of the date you receive this letter, we will consider you to have waived your appeal rights and we will impose the penalty. Alternatively, you may choose to notify us that you have accepted our finding without pursuing any of the options described above. In both cases, we will impose the penalty by reducing your grant authorization in accordance with 45 CFR 262.1. Also, in the following fiscal year you will be required to expend additional State funds (which do not count toward the maintenance-of-effort requirement under TANF) to replace the reduction in your grant due to this penalty.

Please submit any materials, including a dispute of our finding of penalty liability, any claim for a reasonable cause exception, and/or a corrective compliance plan, or a request under 45 CFR 261.51 (d), within 60 days to:

Mr. Steven Krasner
TANF Regional Program Manager
Administration for Children and Families
233 N. Michigan Avenue, Suite 400
Chicago, Illinois 60601-5519

If you have questions about the information in this letter or need assistance in developing your response, please contact Mr. Steven Krasner, the TANF Program Manager for Region 5.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann H. Barbagallo". The signature is fluid and cursive, written in a professional style.

Ann H. Barbagallo
Acting Director
Office of Family Assistance

cc: The Honorable Ted Strickland, Governor



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

JUL 29 2011

Mr. Michael B. Colbert
Director
Ohio Department of Job and Family Services
State Office Tower, 32nd Floor
30 E. Broad Street
Columbus, Ohio 43215-3414

Dear Mr. Colbert:

In our letter of August 28, 2009, we notified you that Ohio met neither its overall nor two-parent TANF participation rate for fiscal year (FY) 2007 under the Temporary Assistance for Needy Families (TANF) program. We also informed you that you had several options, including the options of claiming reasonable cause or submitting a corrective compliance plan to correct the violation and demonstrate how you would achieve compliance with the work participation requirements. On October 26, 2009, we received your request for a reasonable cause exception to the work participation rate penalty.

You based your claim of reasonable cause on: (1) the poor State economy and high unemployment; (2) inability to find work activities for sufficient hours; (3) lack of education of many of its clients and other barriers to employment; and (4) high caseloads. In particular, you maintained that Ohio had never fully recovered from job losses in 2001, and that in 2007, eighty-one of Ohio's eighty-eight counties had unemployment rates at or above the national average of 4.6 percent. Furthermore, you stated that Ohio experienced a large loss in employers in the manufacturing, construction, and mining sectors, upon which the State relied for Work Experience Program (WEP), Community Services, and Subsidized Employment Program placements; you asserted that this loss in employers and placement sites accounted for the decrease in WEP placements. You also maintained that a significant number of TANF recipients had barriers to employment, including the lack of a high school diploma, mental and physical impairments, language barriers, domestic violence, and a lack of skills necessary to gain or retain employment; you stated that it was difficult to place individuals with these barriers in countable work activities and help them achieve self-sufficiency by the end of the 60-month time limit. Finally, Ohio referenced its high TANF caseload in FY 2007.

The regulation at 45 CFR 262.5(a) permits States to claim reasonable cause, and specifies that the general factors a State may use to claim reasonable cause include: (1) natural disasters and other calamities, (2) formally issued Federal guidance that provided incorrect information resulting in the failure, or (3) isolated problems of minimal impact that are not indicative of a systemic problem. We do not find that your claims fit these categories. While the State submitted data related to its poor economy as compared to that of the U.S., most of the data did

not relate to the FY 2007 work participation rates. We also closely examined the work participation rate data for Ohio; there is an average monthly decline in the numerator of more than 11,000 families between FY 2006 and FY 2007, or over 60 percent, and individuals in the numerator with hours of work experience declined significantly (more than 80 percent). While FY 2006 and FY 2007 work rate data are not comparable due to changes in the rate calculation that resulted from the Deficit Reduction Act of 2005 (DRA), it is still unclear whether work experience declined due to the State's economy or to changes in what Ohio was counting because of the definitional change in the work activity. Finally, you did not submit any evidence to show that client barriers and high caseloads were unique to FY 2007 or directly impacted FY 2007 work participation.

For these reasons, the information Ohio submitted has not demonstrated the State's claim of reasonable cause, which would exempt it from the penalty of \$32,758,572. Please provide more information that explains how the State's poor economy, client barriers, and high caseloads made a specific impact in FY 2007. Furthermore, the State should explain what specifically caused the numerator of the participation rate to decline so dramatically and identify the types of participation (particularly in work experience) it had been counting that it can no longer count after the implementation of the DRA.

Whether or not you submit further information to pursue your claim of reasonable cause, you have several remaining options. You may dispute the penalty, as provided at 45 CFR 262.4(b)(1), enter into a corrective compliance plan to correct the violation in accordance with 45 CFR 262.6, or submit information substantiating a request that we make a discretionary reduction of the penalty in accordance with the provisions of 45 CFR 261.51(d). Please note that to be acceptable, a corrective compliance plan must indicate that Ohio will correct the violation by the end of the first fiscal year ending at least six months after our receipt of the corrective compliance plan by achieving its minimum participation rate for that fiscal year. In addition, the plan must analyze why the State failed to meet the requirements, describe the milestones, including interim process and outcome goals, that the State will achieve to assure it comes into compliance on time, and include a certification by the Governor that the State is committed to correcting the violation in accordance with the plan.

If you choose to pursue any of the above options, please send the appropriate materials within 60 days of the date you receive this letter to:

Mr. Steven Krasner
TANF Regional Program Manager
Administration for Children and Families
233 N. Michigan Avenue, Suite 400
Chicago, Illinois 60601-5519

Your other option is to file an appeal with the HHS Departmental Appeals Board (DAB). If you wish to do this, you should submit the appeal, including brief and supporting documents, to:

HHS Departmental Appeals Board
Appellate Division, MS 6127
Cohen Building, Room G-644
330 Independence Avenue, SW
Washington, D.C. 20201

Please send a copy of the appeal and any supplemental filings to:

HHS Office of the General Counsel
Children, Families and Aging Division
Mailstop 4280, Cohen Building
330 Independence Avenue, SW
Washington, D.C. 20201

If you wish to appeal to the DAB, you must file the appropriate materials within 60 days of the date you receive this letter.

If you choose to file an appeal and the penalty is upheld, interest charges will be calculated from the date of this letter and added to the amount of the penalty in accordance with the applicable provisions at 45 CFR Part 30.

Of course, you may choose to accept our finding without pursuing either of these options. In such case, we will impose the penalty by reducing your grant authorization for FY 2012 and, in FY 2013, you will be required to expend additional State funds (which will not count toward the maintenance of effort requirements under TANF) to replace the reduction in your grant due to this penalty.

Please feel free to contact me if you have questions about this letter or if I can be of assistance.

Sincerely,



Earl S. Johnson
Director
Office of Family Assistance

cc: The Honorable John Kasich, Governor
Mr. Steven Krasner, TANF Program Manager in Region V



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

APR 22 2011

Mr. Michael B. Colbert
Director
Ohio Department of Job and Family Services
State Office Tower, 32nd Floor
30 E. Broad Street
Columbus, Ohio 43215-3414

Dear Mr. Colbert:

I am pleased to inform you that Ohio successfully met its two-parent work participation rate for fiscal year (FY) 2009 under the Temporary Assistance for Needy Families (TANF) program. After applying your State's caseload reduction credit of 79.9 percent (using FY 2007 as the comparison year) to the required two-parent participation rate of 90 percent for FY 2009, the adjusted target rate for your State became 10.1 percent. Ohio achieved a two-parent participation rate of 23.1 percent.

Unfortunately, the data you have reported show that your State did not meet its minimum overall work participation rate for fiscal year 2009. As you know, the required overall participation rate for FY 2009 was 50 percent. When we applied Ohio's caseload reduction credit of 8.0 percent (using FY 2007 as the comparison year), your adjusted target rate became 42.0 percent. However, Ohio achieved an overall work participation rate of 23.3 percent. This shortfall means that the State is subject to a penalty.

We arrived at the base penalty amount by applying the regulations at 45 CFR 261.50 to the data you submitted. Because Ohio was subject to a penalty for failure to meet the participation rate in the immediately preceding fiscal year, the base penalty is last year's penalty amount plus two percent of the FY 2009 adjusted State family assistance grant. We then reduced the penalty based on the degree of the State's noncompliance, in accordance with the regulations at 45 CFR 261.51.

Penalty Reduction

Under the regulations, there are two possible reductions for which a State may qualify. First, if the State failed only the two-parent rate, we reduce the base penalty to a percentage equal to the proportion of two-parent families in its caseload. To receive further reduction, the State must meet two threshold tests specified in the regulations. The threshold tests require the State to achieve a participation rate that is at least half of its adjusted target rate and to increase the number of individuals it engaged in work over the prior year. If the State meets both of those tests, it qualifies for the second reduction, which is based on the severity of the State's failure.

We consider three factors in determining the severity of the State’s failure: the degree to which the State missed the adjusted target; how many more individuals it has engaged in work over the prior year; and how many rates and how many successive years the State has failed. For the first factor, we reduce the penalty proportionally for the State’s level of achievement above the 50-percent threshold. For the second factor, we calculate an adjustment factor that rewards the State for engaging at least 15 percent more individuals in work than it engaged the prior year. We multiply those factors by the base penalty (reduced for failing only the two-parent rate, if appropriate). For the last factor, we then multiply that reduction by a percentage based on the number of rates failed and number of consecutive years of failure. A State that fails only one rate in its first year of failure receives 100 percent of the severity reduction. If the State fails both rates in the first year or one rate in the second successive year, it receives 50 percent of this reduction. If the State fails both rates in the second successive year of failure, it receives 25 percent of this reduction. A State that is in its third or greater successive year of failure will not receive any reduction for the severity of the failure.

Accordingly, the penalty amount for Ohio is \$58,517,487. Here are our calculations using an Excel spreadsheet:

State Information

Caseload Reduction Credit	Adjusted Target	Rate Achieved ¹	Adjusted SFAG
8.0%	42.0%	23.3%	\$673,370,640

Reduction Above 50% Threshold	Number Engaged in Work, FY 08	Number Engaged in Work, FY 09	Adjustment Factor	Percentage of Reduction Available (due to years of failure, # of rates failed)
11.0%	7,547	8,935	1.2	0%

Penalty Calculations

Step	Base Penalty Amount	Threshold Tests	Reduction for Severity of Failure	Penalty Amount
Calculation	Prior Penalty + 2% of Adjusted SFAG	<ul style="list-style-type: none"> • Test 50% threshold • Test increase in # engaged in work 	If <i>both</i> tests met, multiply together threshold reduction, adjustment factor, percentage of severity failure reduction, and reduced penalty	Subtract reduction for severity of failure from reduced penalty
Result	\$58,517,487	Test 1: yes Test 2: yes	\$0	\$58,517,487

¹ The participation rate achieved has been adjusted to remove cases with federally recognized good cause domestic violence waivers of work, pursuant to 45 CFR 261.51(b)(7).

Right to Appeal

In accordance with 45 CFR 262.7, this letter serves as a formal notice of an adverse action. You have the right to file an appeal with the HHS Departmental Appeals Board (DAB) pursuant to 45 CFR 262.7 and 45 CFR Part 16. If you wish to do this, you should submit the appeal, including a brief and supporting documents, to:

HHS Departmental Appeals Board
Appellate Division, MS 6127
Cohen Building, Room G-644
330 Independence Avenue, SW
Washington, D.C. 20201

Please send a copy of the appeal and any supplemental filings to:

HHS Office of the General Counsel
Children, Families and Aging Division
Mailstop 4280, Cohen Building
330 Independence Avenue, SW
Washington, D.C. 20201

You must file your appeal within 60 days of the date you receive this letter. If you choose to file an appeal and the penalty is upheld, interest charges will be calculated from the date of this letter and added to the amount of the penalty in accordance with the applicable provisions at 45 CFR Part 30.

Next Steps

The regulations provide several other options that you may choose to pursue at this point. If you elect one or more of those options and the penalty is not ultimately reduced or resolved, then at the end of that process, we will issue another notice of adverse action that will provide a 60-day appeal period.

First, you may dispute the penalty, as provided at 45 CFR 262.4, if you think our finding is wrong. Second, if you believe you have reasonable cause for failing to meet the participation rate, you may make a claim explaining your grounds for an exception from the penalty in accordance with 45 CFR 262.5. Third, as provided at 45 CFR 262.6, you may enter into a corrective compliance plan to correct the violation and demonstrate how you will achieve compliance with the work participation requirements. Fourth, if the State's noncompliance was due to circumstances that caused it to be a "needy" State (as defined in section 403(b)(5)) or due to extraordinary circumstances such as a natural disaster or regional recession, you may submit information substantiating a request that we make a discretionary reduction of the penalty in accordance with the provisions of 45 CFR 261.51(d).

If you wish to pursue one of these options, you must submit the appropriate materials within 60 days of the date you receive this letter. If you think our finding is incorrect, you should submit a letter explaining the grounds for your dispute, along with any documentation of your position. To make a claim of reasonable cause for failing to meet the rate, you should submit a letter describing the grounds for a reasonable cause exception, including any documentation to support your claim. If you would like to enter into a corrective compliance plan, you should submit such a plan. The plan must indicate that the State will correct the violation in accordance with the timeframe set forth in 45 CFR 262.6 (e)(1) by achieving its minimum participation rate in the required fiscal year. In addition, the plan must analyze why the State failed to meet the requirements, describe the milestones, including interim process and outcome goals, that the State will achieve to assure it comes into compliance on time, and include a certification by the Governor that the State is committed to correcting the violation in accordance with the plan. If you think the State is entitled to a discretionary reduction, you should submit a letter with documentation substantiating the circumstances of the failure.

Please note that you may exercise the options outlined above in turn, awaiting a decision on one before submitting materials for the next. In such case, you would have 60 days from the date you receive our response to the first claim to submit the materials required to exercise another option. If we deny a dispute of the penalty amount or a reasonable cause request, or a request under 45 CFR 261.51(d), we will issue another notice of adverse action that will provide a 60-day appeal period. If you submit a timely corrective compliance plan and are ultimately unable to correct the violation in the manner and within the timeframe set forth in the plan, then we will issue another notice of adverse action that will provide a 60-day appeal period.

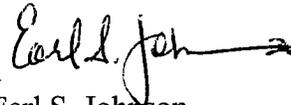
If we receive no written response within 60 days of the date you receive this letter, we will consider you to have waived your appeal rights and we will impose the penalty. Alternatively, you may choose to notify us that you have accepted our finding without pursuing any of the options described above. In both cases, we will impose the penalty by reducing your grant authorization in accordance with 45 CFR 262.1. Also, in the following fiscal year you will be required to expend additional State funds (which do not count toward the maintenance-of-effort requirement under TANF) to replace the reduction in your grant due to this penalty.

Please submit any materials, including a dispute of our finding of penalty liability, any claim for a reasonable cause exception, and/or a corrective compliance plan, or a request under 45 CFR 261.51(d), within 60 days to:

Mr. Steven Krasner
Regional TANF Program Manager
Administration for Children and Families
233 N. Michigan Avenue, Suite 400
Chicago, IL 60601

If you have questions about the information in this letter or need assistance in developing your response, please contact Mr. Steven Krasner, the TANF Program Manager for Region 5.

Sincerely,

A handwritten signature in black ink that reads "Earl S. Johnson" with a long horizontal flourish extending to the right.

Earl S. Johnson
Director
Office of Family Assistance

cc: The Honorable John Kasich, Governor



Department of
Job and Family Services

John R. Kasich, Governor
Michael B. Colbert, Director

September 27, 2011

Steven Krasner
TANF Regional Program Manager
Administration for Children and Families
233 N. Michigan Avenue, Suite 400
Chicago, Illinois 60601-5519

Dear Mr. Krasner:

We are in receipt of the July 29, 2011 letter informing the state that we have not demonstrated a claim of reasonable cause for failure to meet work participation rates in federal fiscal year 2007.

Pursuant to 45 CFR 262.6, we have chosen to enter into the attached corrective compliance plan to bring Ohio's Temporary Assistance for Needy Families program into compliance with the federal work participation rate.

We are committed to the plan and believe that it will result in the state reaching its target work participation rate for federal fiscal year 2012.

If you have any questions, please feel free to contact Trudie Bormann, Deputy Director of the Office of Family Assistance at Trudie.Bormann@jfs.ohio.gov

Sincerely,

Michael B. Colbert
Director
Ohio Department of Job and Family Services

C: Mark Greenberg, Deputy Assistant Secretary for Policy

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



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-19K

Approving the Ohio Work Participation Corrective Compliance Plan and
Optimizing Qualified Maintenance of Effort Expenditures

WHEREAS, the U.S. Department of Health and Human Services has notified the State of Ohio that the State has failed to meet the federal work participation rate requirements in Federal Fiscal Years (FFY) 2007, 2008, and 2009.

WHEREAS, unless corrective action is taken, the State of Ohio will be subject to penalties in the amounts of \$32,758,572 for FFY 2007; \$45,050,074 for FFY 2008; and \$58,517,487 for FFY 2009.

WHEREAS, the State of Ohio has the opportunity to avoid being penalized by taking the following corrective actions: 1) submitting a Work Participation Corrective Compliance Plan by September 30, 2011; 2) optimizing qualified Temporary Assistance for Needy Families (TANF) Maintenance of Effort expenditures; and 3) meeting the required work participation rates in FFY 2012.

WHEREAS, Section 5101.80 of the Ohio Revised Code requires new TANF programs to be established either by the General Assembly or by executive order.

WHEREAS, the TANF program is a state program of family assistance, which is provided with state and federal funds authorized under Title IV-A of the Social Security Act.

WHEREAS, the purposes of the TANF program are to:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage;
3. Prevent and reduce the incidence of out-of-wedlock pregnancies; and
4. Encourage the formation and maintenance of two parent families.

WHEREAS, the State of Ohio recognizes the need to improve the well-being of children and families, and emphasizes that need by strengthening support to low income working families to help them become self-sufficient.

WHEREAS, the State of Ohio is committed to the TANF program tenets of work and self-sufficiency.

WHEREAS, low income working families generally receive less in food assistance benefits than they spend on food, tend not to receive TANF cash assistance, and experience increased costs as a result of being employed.

NOW, THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State, and in accordance with Section 5101.80 of the Ohio Revised Code, do authorize and direct that:

1. The Ohio Department of Job and Family Services shall establish, through the adoption of rules, the Ohio Works Now supplemental food assistance program (“Ohio Works Now”), which shall be a separate state TANF program using state Maintenance of Effort dollars.
2. Ohio Works Now will provide additional food assistance to low-income working families and help to improve the nutritional status of working families.
3. Ohio Works Now benefits will be issued to families that are employed a sufficient amount of hours to meet the TANF all family and two parent work participation requirements.
4. The Director of the Ohio Department of Job and Family Services shall submit the attached Work Participation Corrective Compliance Plan, along with this Executive Order, to the U.S. Department of Health and Human Services by September 30, 2011.

I signed this Executive Order on September 26, 2011 in Columbus, Ohio and it will not expire unless it is rescinded.





John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Ohio Department of Job and Family Services
Work Participation Corrective Compliance Plan – Federal Fiscal Year 2012

On August 28, 2009, Ohio received a letter from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF), notifying the state of its failure to meet both the two-parent and all-family work participation rates for federal fiscal year (FFY) 2007 and of a potential \$32,758,572 penalty to the State Family Assistance Grant (i.e. TANF) as a result. In accordance with 45 CFR 262.5, on October 26, 2009, Ohio requested to file an appeal of this penalty by providing reasonable cause for failure to meet the rate. On July 29, 2011, ACF responded that the information submitted for FFY 2007 did not demonstrate Ohio's claim of reasonable cause. As a result, the state is entering into a corrective compliance plan. The following includes (1) a summary of the information submitted to show reasonable cause and (2) the details of the corrective compliance plan.

I. Analysis of reasons the required rate was not met in FFY 2007

A primary factor in Ohio's failure to meet its overall TANF work participation requirement for FFY 2007 was the Deficit Reduction Act (DRA) of 2005. The DRA reauthorized TANF with the intent of calculating work participation rates consistently for all states. The DRA changed substantially how the caseload reduction credit was calculated. It also changed the definitions for work activities so that states' hours and activities would be comparable.

A. Caseload reduction credit changes

Like many states, after passage of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Ohio took steps to reduce its TANF caseloads. By FFY 2007 Ohio's caseload was only 12 percent of what it had been in 1995. However, the DRA also changed the caseload reduction credit so that the base year went from 1995 to 2005. From 2005 to FFY 2007, Ohio experienced no significant caseload decline. As a result, it lost its caseload reduction credit, and its target all-family rate rose from 19.1 percent in FFY 2006 to 46.2 percent in FFY 2007; the two-parent rate rose from 48.5 percent in FFY 2006 to 86.2 percent in FFY 2007.

Theoretically, Ohio still could have obtained a caseload reduction credit through the expenditure of excess state MOE funds. The DRA allows states that spend above their minimum MOE requirement to apply the excess to increase the caseload reduction credit. However, Ohio's precarious state budget situation at the time (which worsened in subsequent years) put it at a severe disadvantage. It did not have additional general revenue funds to claim as MOE to increase the caseload reduction credit, as the majority of states that met the 2007 rates did.

Many states opted to devote additional funds that were not claimed as MOE to create "solely state-funded" cash assistance programs for those with significant employment

barriers. With this group removed from the TANF program entirely, it was much easier for these states to meet their work participation requirements. Unfortunately, Ohio has had no additional state funds available for anything other than the requisite amount of MOE.

B. Changes in work activities and work participation hours

The DRA more narrowly defined work activities, and requires more validation and paperwork. Consequently, administrative demands on providers and county departments of job and family services have increased. In many cases, county agencies have had to create new work activities that meet the specific federal definitions.

Because Ohio has a state-supervised, county-administered program, county departments of job and family services operate their work programs independently. As soon as DRA became effective, they had to make immediate adjustments. Change could not happen quickly enough to impact the FFY 2007 work participation rate.

C. Receipt of benefits at application

TANF applicants who meet the eligibility requirements begin receiving their TANF benefits at application. Ohio encourages immediate engagement in a work activity, but it does not withhold the benefit if no activity is immediately available. While this greatly helps families in the program, it also negatively impacts the state's work participation rate.

D. Multiple barriers

A significant number of TANF recipients have barriers to employment, including the lack of a high school diploma, mental and/or physical impairments, language barriers, domestic violence, and a lack of skills necessary to gain or retain employment. Because of the time limits on benefits, intensive case management must be provided to these families to ensure that they are self-sufficient at the end of 60 months. At the same time, because of these barriers, many heads of household cannot be placed in federally allowable work activities for the required number of hours. Instead, they are generally placed in non-allowable activities designed to help the family reduce or eliminate barriers. It is extremely difficult to place heads of household without high school diplomas in allowable work activities while they work to complete their high school equivalency. Consider the following:

- In FFY 2007, 25 to 30 percent of the TANF work-required assistance groups had a family member 18 or older who did not have a high school education. Attending classes to secure a high school equivalency diploma generally requires a full-time schedule. However, only 10 hours of attendance under a non-core activity can be applied toward the work participation rate. For many of these participants, this still leaves a 20-hour requirement for a core activity.

- In FFY 2007, 15 percent of the TANF work-required assistance groups contained a member identified as disabled. Although single parents may be identified as disabled, they have no exemption from participation, regardless of the severity of the disability. Many of these individuals are assigned to alternative activities, which are not countable toward the federal work participation rates.
- In FFY 2007, 18 percent of the TANF work-required assistance groups were not assigned to federally allowable work requirements because of assessed barriers that prevented them from participation in educational or employment activities. These individuals were assigned to alternative activities that are not countable toward the federal work participation rates.
- Ohio has a significant population of refugees and qualified aliens, and many have language barriers. More than 1,600 qualified aliens are receiving TANF. In the metropolitan counties, as much as 18 percent of the population is made up of non-citizens. Ohio has the second largest Somali population in the United States. English-as-a-second-language courses remain a non-core activity, and it is difficult to find work sites for non-English-speaking individuals.

E. Loss of placement sites

Because Ohio had not fully recovered from the recession of 2001, it was especially hard hit by the recession that began in December 2007. There is a direct correlation between the loss of employers in Ohio during FFY 2007 and the loss of placement sites. Many businesses that county agencies had relied on as Work Experience Program (WEP), Community Services and Subsidized Employment Program placement sites no longer existed. Because of this, from FFY 2006 to FFY 2007, the number of monthly WEP placements went from nearly 10,600 to just over 8,000, a reduction of 23 percent. Franklin County reported the loss of 74 WEP sites; Hamilton County reported the loss of 53. Placing recipients in work activities also became more challenging at this time because of federal and state laws that prohibit them from replacing employees who were removed or discharged.

F. Engagement

At many county departments of job and family services, in addition to their TANF caseloads, case workers are also responsible for administering Medicaid, Food Assistance and the state's Disability Financial Assistance programs. With the onset of the recession, the demand for services from non-TANF programs began to rise dramatically. As a result, caseworker workloads also increased, compromising their ability to quickly and adequately engage work supports for the work-eligible population.

II. Description of corrective measures to ensure compliance

The following corrective measures will bring Ohio into compliance with both the overall work participation rate (50 percent) and the two-parent work participation rate (90 percent) in FFY 2012 (October 1, 2011 – September 30, 2012).

A. Separate State Program

In an effort to improve low-income working families' access to nutritious food, and to increase the number of services available to them, in January 2012 Ohio will launch a new temporary state-sponsored program called Ohio Works Now. Ohio Works Now will provide a small supplemental TANF benefit to employed TANF-eligible needy families with children in addition to the food assistance benefits the families already receive. The families must have a work-eligible individual with a minor child, and be employed sufficient hours to meet the work participation rate for that family.

Ohio Works Now benefits will be food assistance benefits, not cash assistance benefits. They will be loaded onto families' Ohio Direction Cards and must be spent only as permitted in Ohio's Food Assistance Program. However, the families participating in the program will be included for potential reporting for the state's work participation rate under the category of a separate state program funded with state maintenance-of-effort funds.

B. First Month Pay-for-Performance Program

Ohio law currently permits county departments of job and family services to assign applicants for TANF assistance to job search activities before their TANF assistance benefits are approved. Failure to comply with the job search assignment results in the imposition of one-, three- or six-month tiered sanctions. County agencies have not fully utilized this option. However, in August the state provided counties with step-by-step instructions on how to use the first month pay-for-performance option, and will continue to provide technical assistance in how to use this tool. In addition, the state will seek changes to the Ohio Revised Code to align the self-sufficiency contract with the eligibility determination.

C. Additional Program Policy Changes

The state is reevaluating procedures for restoring TANF assistance after a family serves a sanction. A recipient's first failure or refusal to meet work participation requirements without good cause results in TANF ineligibility for the entire assistance group for one payment month or until the failure or refusal ceases, whichever is longer. The assistance group may also receive a reduction in food assistance benefits. The second failure or refusal causes TANF ineligibility for the entire assistance group for three payment months or until the failure or refusal ceases, whichever is longer. The assistance group may also receive a reduction in food assistance benefits. The third or subsequent failure or refusal results in TANF ineligibility for the entire assistance group for six payment

months or until the failure or refusal ceases, whichever is longer. The assistance group may also receive a reduction in food assistance benefits. In addition, for a third or subsequent work activity failure, the adult work-eligible individual who failed or refused to comply without good cause may also lose Medicaid coverage until he/she complies with the work-activity requirement.

Currently, state law provides that – after an assistance group serves a one-, three- or six-month sanction – the failure or refusal ceases with the receipt of a compliance form signed by the assistance group. The state is exploring options to mandate and standardize a work participation demonstration as a willingness to comply prior to reinstatement.

D. County Corrective Compliance Plans

Counties that failed to meet the work participation rates for SFY 2011 will be required to develop corrective compliance plans to explain how they will meet the rates for FFY 2012. Ohio monitors county work participation rates but does not currently impose corrective compliance plans for failure to meet the work participation rates.

Required components of improvement plans will include:

- Top Management Commitment – The directors and other managers will be advised to make their commitment known to all staff, so that work participation compliance is established as an agency-wide priority.
- Accountability – Work activity managers and staff will be required to establish monthly accountability reviews to reduce the numbers of unassigned individuals and individuals assigned to alternative activities, to increase exploration of good cause for individuals failing to meet requirements, and to immediately sanction those failing to meet requirements.
- Utilization of reporting tools – Reporting tools will be used to track individuals and action items necessary to improve county performance.
- Standardize approaches/practices – This will make work activity assignment an enhancement to the application process, not an impediment to the process, and allow assignments to be made more expeditiously.

E. System/Automation Strategies

- Time and Attendance Verification System – A new Web-based time and attendance verification system will be developed to verify when work-eligible individuals complete work hours. The system will have security checks in place to require access at specific job site locations and to require supervisory sign-off when work hours are completed. This information will then be transmitted into a state-supported portal and recorded into the Client Registry Information System – Enhanced (CRIS-E). This automation will eliminate the need to manually track down attendance verification and laboriously enter data. It will allow caseworkers more time to attend to proper screening, assessment and placement activities for those seeking services.

- Real-Time Reporting – The Ohio Department of Job and Family Services has developed multiple case management reports for county management and caseworker staff to use (the GWP518 and GWP103), to provide a point-in-time snapshot of the status of work-eligible individuals in each county and throughout the state. To further enhance the usefulness of these reports, the state will increase the frequency of data provided for them and explore daily, weekly or even real-time loading of data.
- Participation Status Code Enhancements – To ensure appropriate reporting for work-eligible individuals caring for children under the age of 6, system edits are being incorporated into CRIS-E to force more accurate completion of the household composition data fields. This also will ensure Ohio's compliance with federal regulations.

F. Reporting Changes

Ohio will amend its sampling plan and submit a smaller sample in order to reduce the number of errors that are returned for correction. Errors usually result from a difference in the eligibility system reports compared to the requirements for the TANF data report. The state submits corrections, but the large sample size (3,000 a month) makes this an arduous process. Additionally, Ohio will pull the sample for each month shortly after the month ends, and will review the data prior to submission to ensure that county agencies have submitted all possible verified hours.

G. State Hearings Improvements

In order to provide more timely hearings for individuals seeking to appeal sanctions that were imposed for failure to meet required assignments without good cause, the Ohio Department of Job and Family Services has increased its hearing officer capacity by 20 percent, and has limited granting requests for rescheduled hearings to the minimum required by federal law.

H. Enhanced Training and Technical Assistance

- Job Search/Job Readiness Online Model – Ohio will implement a statewide online job search/job readiness tool that will capture and record individuals' work participation activities. Several Ohio counties already use free job search/job readiness software.
- Monthly Reporting for County Directors – To assist county agency directors with their improvement plans, the state will issue monthly summary reports detailing county performance and targeting categories for improvement.
- Improved Communication – Because of Ohio's state-supervised, county-administered human services system, county agencies operate under the direction of county boards of commissioners. To improve communication with the boards, the state will be presenting information at their annual conference regarding the impending penalty and its potential local consequences. In addition, the Ohio Department of Job and Family Services will provide monthly updates to the

boards regarding their county agency's performance in meeting work participation requirements.

III. Time Period During Which Corrective Measure Will Occur

This corrective compliance plan will be implemented between October 1, 2011, and September 30, 2012.

IV. Strategy Implementation Schedule

The following strategies will be implemented by the following dates:

Strategy	Target Completion Date
Improve Use of First Month Pay for Performance	October 2011
Implement County Process and Accountability Strategies	October 2011
Make Changes to the TANF Data Report Sampling Plan	October 2011
Implement Training and Technical Assistance Strategies	October 2011
Implement State Hearings Improvements	October 2011
Automate Time and Attendance System	January 2012
Implement Separate State Program – Ohio Works Now	January 2012
Implement Increased Reporting for Case Management Reports	February 2012
Implement Additional Policy Changes for Self-Sufficiency and Compliance	February 2012 (dependent upon state legislature)

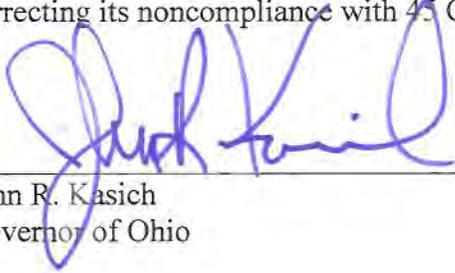
As a result of this corrective compliance plan and the above schedule, Ohio expects to meet the all-family and two-parent work participation rates for FFY 2012.

V. Conclusion

Ohio is committed to helping the state's families who receive TANF benefits regain their self-sufficiency and improve their quality of life. This includes providing the proper work supports and training to help those with significant barriers to employment overcome those barriers and acquire the skills and tools they need to rejoin the workforce and support their families. The state recognizes the importance of meeting all work participation requirements and is committed to reaching federal compliance during FFY 2012.

VI. Governor Certification

I, John R. Kasich, Governor of Ohio, certify that the state of Ohio is committed to correcting its noncompliance with 45 CFR 261.21 and 261.23.



John R. Kasich
Governor of Ohio