



Department of
Job and Family Services

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

May 11, 2015

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Grant Applications (RFGA) numbers JFSR1617178093A and JFSR1617178093B for the purpose of making funding available through the Ohio Commission on Fatherhood (OCF) to fatherhood programs serving TANF-eligible, non-custodial, unemployed and under-employed fathers. These grant opportunities are open only to political subdivisions, county government entities, and Ohio non-profit organizations to develop and implement a comprehensive approach to promoting responsible fatherhood, to increase economic stability for fathers and families, and to promote healthy relationships.

Two separate but related RFGA opportunities are available, with JFSR1617178093A offering awards of \$100,000 per year for two years to larger, more experienced programs and JFSR1617178093B offering \$40,000 per year for two years to smaller or more newly established programs. OCF hopes to award one grant from each funding category in each of Ohio's five regions. Programs may apply for only one funding level and for only one region; details on applicant requirements for the two levels are provided in the RFGAs.

These RFGAs are competitive opportunities for organizations that can clearly demonstrate the necessary credentials and experience, and that submit plans to achieve OCF's program objectives of providing effective services to assist Ohio fathers and families.

If you are interested in submitting a proposal for a Responsible Fatherhood Grant award, please obtain the RFGA through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. If you do not have Internet access to this document or experience problems opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at the following telephone number:

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

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

Responsible Fatherhood Grants

Funding Level B Awards

RFGA Number JFSR1617178093B

Issued By:

The Ohio Department of Job and Family Services

REQUEST FOR GRANT APPLICATIONS (RFGA):

**Responsible Fatherhood Grants
For Funding Level B Awards (\$40,000)**

RFGA Number JFSR1617178093-B

SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) on behalf of the Ohio Commission on Fatherhood (OCF) in order to award funding to implement fatherhood programs serving TANF-eligible, low income, non-custodial, unemployed and under-employed fathers. This grant opportunity is intended to provide funding to political subdivisions, county government entities, or Ohio non-profit organizations that are able to develop and implement a comprehensive approach to promoting responsible fatherhood, to increase economic stability for fathers and families, to foster responsible parenting, and to promote healthy relationships. Programs applying for this funding must demonstrate how they would utilize community partnerships and collaborations in meaningful activities to achieve program objectives and goals.

This grant will provide two levels of funding, designated as Funding Level A, for awards of \$100,000 per year for State Fiscal Years (SFY) 2016 and 2017, and Funding Level B, for awards of \$40,000 per year for the same period. **Level A** funding is available for established Ohio fatherhood programs serving multiple counties, and **Level B** is for smaller organizations that have been serving fathers for at least one year. Organizations should assess their qualifications objectively and apply for either Level A or Level B funding accordingly, and may NOT apply for both.

While the programmatic purpose for offering these two levels of funding opportunities is the same, the organizational qualifications and proposal requirements for applicants are different. The present RFGA is identified with the document number **JFSR1617178093B**, and it contains information and instructions for organizations applying for **Level B** funds, while ODJFS RFGA number **JFSR1617178093A** is written specifically for organizations applying for **Level A** funds.

ODJFS will only consider proposals from applicants who are political subdivisions, county government entities, or non-profit organizations in Ohio. All proposals from non-profits must include a copy of the organization's current not-for-profit 501(c) (3) tax status determination letter from the IRS and filed with the Ohio Secretary of State in order to be considered for this project.

OCF expects to award funds to qualified Responsible Fatherhood Programs based, in part, on geographic coverage for Ohio's five regions and the need for services in the designated priority counties within each region. Proposals must specify which region and which of the counties in that region the applicant proposes to serve. While OCF expects that as many as five qualified applicants will be selected for **each level** of funding (up to ten awards in all), the actual number of **Level A** and **Level B** awards that will be made is not knowable at this time. The number and the geographic distribution of awards that will be made are contingent upon the number of qualified applications received and the service locations proposed by those applicants.

OCF believes that strong partnerships in the community are an important asset to consider in the design and implementation of a fatherhood program because through such partnerships, programs can leverage resources, build community support, and gain access to greater numbers of eligible participants; proposals that optimize opportunities for community collaborations will be favored, as will proposals from organizations that are located within the communities of the targeted populations, and that provide a broad array of services.

Throughout this RFGA, the terms 'applicant,' 'organization,' or 'applicant organization' may be used interchangeably in reference to entities that may seek a grant award for this project. The terms 'grantee,' 'selected applicant,' or 'selected organization,' may be used interchangeably to refer to those applicants that are selected for award through this RFGA process. The terms 'application,' 'application packet' or 'proposal' are used to refer to materials prepared by an applicant and submitted to ODJFS for consideration for award. The awards that result from this RFGA process will be formalized as agreements (also referred to as grants or grant agreements) between each selected applicant and ODJFS.

1.2 Issuing Office

This RFGA is released by and subsequent grant agreements will be with ODJFS. According to Ohio Revised Code (ORC) § 5101.34(A), the OCF is part of ODJFS. State level supervision of all selected applicants' relevant activities will be performed by OCF. The mission of OCF is to enhance the well-being of Ohio's children by providing opportunities for fathers to become better parents, partners and providers.

If interested applicants need to communicate regarding this RFGA, they must submit their questions via email to ODJFS during the question and answer period (Q&A) outlined in Section 1.7, Internet Question & Answer (Q&A) Period; RFGA Clarification Opportunity. Applicants are cautioned that communications that do not comply with these instructions will not be answered and may result in disqualification. See Section 1.8, Communications Prohibitions for more information.

1.3 Background

The OCF, established in 1999 pursuant to ORC § 5101.34, seeks initiatives that do the following:

1. Build parenting skills of fathers;
2. Provide employment-related services to low-income, noncustodial fathers;
3. Prevent premature fatherhood;
4. Serve fathers who are inmates or have been recently released from imprisonment;
5. Reconcile fathers with their families; and,
6. Increase public awareness of the critical role fathers play.

A portion of the OCF budget is dedicated to funding fatherhood programs that provide direct services to fathers. The priority target population to be served by OCF-funded programs is TANF-eligible, low income, non-custodial, unemployed and under-employed fathers. Many of these men have not completed high school and lack marketable job skills. The majority either pay or owe child support payments. Many do not reside with the mothers of their children and have children by multiple partners. These men often were raised in father-absent homes and therefore lack experience in what it means to be a committed, involved and responsible father. As a result, members of the priority targeted population often lack skills and needs services that increase economic stability, foster responsible parenting, and promote healthy relationships in their families.

1.4 Overview of the Project

OCF seeks to fund proposals that will develop and implement a comprehensive approach to promoting responsible fatherhood by helping fathers in diverse communities throughout Ohio to succeed as providers, parents and partners. ODJFS will award grants to qualified organizations and/or partnerships to provide fatherhood-specific programs that primarily serve low income, noncustodial fathers with children age 19 and younger. While this is the priority targeted population, individuals cannot be excluded from services on the basis of gender, race, age, disability, veteran's status, sexual orientation or religion.

1.5 Objectives of the Project

The goal of this RFGA is to fund comprehensive programs that will help fathers succeed as parents, partners and providers. Successful proposals will describe effective plans to serve fathers in the priority targeted population with services designed to increase: 1.) economic security; 2.) responsible parenting; and, 3.) healthy relationships in vulnerable Ohio families. Applicants must explain how they would provide services to achieve these three objectives by including in their applications information on curriculum, staff training, program duration, number of fathers to be served, and by specifying measurable outcomes to be achieved.

As a state commission that recognizes that father absence is a statewide problem, OCF seeks to improve responsible fatherhood throughout Ohio and seeks to fund the best proposals in each region of the state. Appendix A contains a list of Ohio's counties divided into five geographic regions. Applicants are to return Appendix A with their proposals, indicating on it the region and the counties within the region that they propose to serve if awarded a **Level B** Responsible Fatherhood Program grant through this RFGA. Certain counties in each region have been given a priority designation due to certain economic factors; ODJFS will give preference to applicants that propose services to those priority counties.

1.6 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
May 11, 2015	ODJFS releases RFGA on ODJFS and DAS Web Sites; Q&A period opens. - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
May 22, 2015	Applicant Q&A Period Closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted.
May 27, 2015	ODJFS provides Final Applicant Question & Answer Document (estimated).

3:00 P.M. Thursday, June 11, 2015	Deadline for Applicants 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.
June 19, 2015	ODJFS Issues Award Notification Letter (estimated) - Applicants that submitted proposals in response to this RFGA will be sent letters stating whether their proposal was accepted for award.
Mid-July, 2015	Implementation* (estimated—following notification of all contractual and funding approvals) - ODJFS grants, contracts, etc., are not valid and effective until the state Office of Budget Management approves the purchase order.
June 30, 2017	Project Completion - All work must be completed and approved by ODJFS Agreement 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.

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

1.7 Internet Q & A Period; RFGA Clarification Opportunity

Grant applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, grant applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov/>**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1617178093B* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- * **Select “View Q and A” near the bottom of the web page.**

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

The State’s responses to all questions asked via the Internet will be posted on the Internet website dedicated to this RFGA, for public reference by any interested party. The State will not provide answers directly to the

party that submitted the question. All questions about this RFGA that are submitted in accordance with these instructions will be answered on the RFGA's dedicated web page.

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

Applicant proposals in response to this RFGA are to take into account any information communicated by ODJFS in the Q&A process for the RFGA. **It is the responsibility of all potential applicants to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFGA.** Accessibility to questions and answers will be identified on the website dedicated to this RFGA **once submitted questions have been answered.**

Requests for copies of any previous RFGAs, RLBs, RFPs (or etc.) or for past applicant proposals, score sheets or grants for this or similar past projects, are Public Records Requests (PRRs), not clarification questions regarding the present RFGA, and therefore should NOT be submitted via the Q&A process described in this section. The State will only answer questions submitted through the Q&A process if they are within the established Q&A time period (see Anticipated Procurement Timetable, above), and if they pertain to issues of RFGA clarity. The State is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.

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

1.8 Communications Prohibitions

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

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 1.7, Internet Q&A Period; RFGA Clarification Opportunity;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection; and,
- D. Any Public Records Request (PRR) made through the ODJFS Office of Legal and Acquisition Services.

Requests from potential applicants for copies of previous RFGAs, past proposals, score sheets or grant agreements for this or similar past or current projects, are Public Records Requests (PRRs), and are not

clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 1.8, Communications Prohibition, will be honored. The posted time frames for ODJFS responses to Internet questions for RFGA clarification (as described in Section 1.7) do not apply to PRRs.

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

1.9 Time Frames and Funding Available

ODJFS is seeking to enter into agreements with selected grantees from approximately mid-July, 2015 (or upon notification of all grant and funding approvals), and ending June 30, 2017. No renewals of the agreements awarded through this RFGA are planned.

OCF is interested in funding a diverse group of organizations with expertise at various capacity levels. For example, this might include an organization that proposes to implement a comprehensive program, including robust employment services, in multiple sites across a region in Ohio, or it could include a small faith-based or community-based organization that proposes to focus on one county (permissible for Level B applicants only - Level A applicants MUST serve more than one county), serve fewer individuals through a program that includes fewer activities. These are merely examples; applicants may submit proposals that are best suited to their capacity and level of expertise.

Applicants are to review and use the following funding levels to determine the program scale and scope of activities that will be most appropriate for their application. **Applicants may apply for ONLY ONE funding level, either Level A or Level B. Former or current OCF grantees may only apply for Level A funding, and to do so, they must meet the requirements established in this RFGA for a Level A award.**

FUNDING LEVEL A: \$100,000 - This level is for applications proposing to serve a large number of participants in multiple counties to provide a comprehensive set of services to promote responsible fatherhood. **Level A** applicants may be current or past OCF program grantees, or they may never have received OCF funding, but they must be an established fatherhood program that has been in continuous operation for at least three years. Applicants that wish to propose a **Level A** project are referred to RFGA number **JFSR1617178093A** and are to follow instructions provided in that RFGA.

FUNDING LEVEL B: \$40,000 - This level is for applicants that propose to serve fewer individuals, or that propose an effort that is smaller in scope, or both, than would be appropriate for **Level A** funding. **Level B** applicants must have experience in running established fatherhood programs that have been in continuous operation for at least one year, but they may NOT be current or former OCF grantees. Applicants that wish to propose a **Level B** project are to follow instructions provided in the present RFGA.

The Responsible Fatherhood Grant program anticipates that funding will be available for up to ten projects (up to five grant awards at each of the two levels), but the actual number of awards to be made is dependent upon the number of qualified applications received and accepted for award.

Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and selection recommendations will be completed by a Proposal Review Team (PRT) selected by ODJFS. Any and all award decisions are contingent upon the availability of funds.

To make its final selection of applications to receive awards, ODJFS will consider application quality as well as regional and county service areas, and may, at its option, also consider reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, and local collaborations. Grant applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements for families in their counties.

Grantees will be compensated by reimbursement on a monthly basis for actual expenses incurred. Within fifteen business days of the close of each month of the grant's life, grantees must submit monthly invoices and service reports according to directions provided by ODJFS. Invoices must conform to the items and activities included in the selected applicant's approved budget. All invoices are subject to examination and nonpayment if expenses do not fill the specific needs of the project, fit into the approved budget, or if grantees fail to meet monthly service goals. Any fatherhood classes offered under this grant must meet for at least six (6) weeks in order to qualify as "services" for which grantees may be compensated.

Following execution of the grant agreements, grantees' activities will be monitored by the OCF Grant Manager to ensure appropriate spending patterns and proper use of grant funding. If grant funds are not adequately utilized or if the grantee fails to serve an adequate number of fathers, ODJFS and OCF reserve the right to reduce a grant award. If a grantee fails to meet monthly service goals and does not submit and implement a detailed plan of action to remedy the deficit, ODJFS reserves the right to suspend further payments of invoices. Reimbursements will only be issued for costs included in the approved budget. Improper use of grant funds is cause for termination of the award.

Following selection for an OCF award, any changes to a program design or implementation (including key staff, budgetary, and other changes) must be pre-approved in writing by ODJFS. Failure to notify and receive approval from ODJFS may result in rejection of invoices or termination of the grant agreement.

Grant applicants are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget if the project budgets are found to be unreasonable.

SECTION II. APPLICANT EXPERIENCE AND QUALIFICATIONS

2.1 Mandatory Qualifications

- A.** ODJFS will only consider proposals submitted by either a government entity or non-profit organization in Ohio. Non-profit organizations must include a copy of the organization's current not-for-profit 501(c)(3) tax status determination letter from the IRS and filed with the Ohio Secretary of State in their proposals in order to be considered for this project.
- B.** Applicants must be direct service providers to fathers and may not be a pass-through agent for funding to other organizations.

- C. All applicants seeking Level B funding must have experience in running established fatherhood projects that have been in continuous operation for at least one year.
- D. Applicants must complete Appendix A, the Ohio Counties and Region to be Served Form, and include it in their proposals, indicating the ONE region and which county or counties in that region the applicant would serve.
- E. Applicants must designate (and provide corroborating resumes for) the project manager, a fiscal specialist, and a case worker, each of whom must have at least three (3) years' experience working in programs serving fathers.

Applications which do not meet all the above qualifications will be disqualified from further consideration for grant award. Additionally, the Proposal Score Sheet (Attachment C) identifies other mandatory requirements (such as submission before the deadline) for acceptance of a proposal for consideration. Failure to meet any of those requirements or any of the mandatory qualifications listed above will result in the applicant's disqualification from consideration for award of the grant.

2.2 Applicant and Staff Qualifications

ODJFS will only consider awarding funds to organizations qualified to perform the work effectively and that will be accountable for programmatic outcomes and the proper expenditure of funds. Proposals must demonstrate the qualifications, experience, and capabilities of the applicant as well as of the partners and key staff.

OCF is interested in strong partnerships that demonstrate more than a referral-only partnership, but integrate program activities in ways that improve effectiveness. Evidence of partnership can be demonstrated by a signed Memoranda of Understanding (MOU) or comparable formalized agreements between the applicant and the partner agency. The MOU should describe the role(s) and responsibilities of each entity, and identify the resources that each will be responsible for bringing to the program.

The application must fully describe the partners' roles and functions (for the applicant and each individual partner organization). Information must include facts such as the project roles of each organization; which partners will provide services; whether the partner organizations have collaborated with the applicant on this or similar projects in the past; how project implementation will be staffed; and how those staff members qualify to meet RFGA objectives.

A. Organizational Experience and Capabilities of the Direct Services Provider

1. Funding Level B applicants must have at least one (1) year of experience serving fathers in at least two (2) of the following areas:
 - a) Building parenting skills of fathers;
 - b) Providing employment related services to low-income fathers;
 - c) Preventing premature fatherhood; or
 - d) Providing services to fathers who are inmates or who have recently been released from jail or prison.

2. The applicant must describe which of the above four (4) fatherhood needs were served by the program;
3. The applicant must list year(s) of operation of a fatherhood program;
4. The applicant must describe the duration of its fatherhood program(s) including how many hours or weeks the program took to complete and how often the program was offered each year;
5. The applicant must describe the fatherhood curriculum used and training received by staff who implemented it;
6. The applicant must provide the total number of all clients it served over the past year and the percentage of those clients who are fathers;
7. The applicant must describe the mission of its organization; and
8. The applicant must include one letter from at least one father who has received services in the past year. The letters should describe what services the fathers received, when they received them and how the program influenced them to become the fathers they are today. *(NOTE: All contact information and other personal identifiers for the father will be redacted by ODJFS and OCF for any public record requests.)*

B. Key Staff Experience and Capabilities

One method by which applicants demonstrate their level of expertise is through the staff they propose for key leadership and or functional roles for this project. The proposal is to, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success. The numbers and roles of key staff may vary according to the design of the proposed project, but all proposals must identify, **at minimum**, 1.) a project manager; 2.) a fiscal specialist; **and** 3.) a case worker who will work directly with fathers.

Additionally, project success could also depend on services of staff such as instructors, class leaders or group facilitators, and data entry personnel to track program progress. *Applicants must be able to specify those roles and functions that would be of key importance to the success of their programs.* In their proposals, applicants must identify all key staff by name, their relevant work experience (including the subject and duration) and the duties they would perform under this proposal.

2. Applicants must show key staff have at least one year of experience working in programs serving fathers. Proposals must include resumes of key staff that will work on the project. Applications proposing staff that lack the appropriate training and experience may be disqualified from consideration.
3. Identify those staff members with experience providing direct services to vulnerable families and experience teaching adults. Staff teaching parenting classes must have demonstrable

experience in teaching adults and presenting adult educational programs. Proposals must include resumes of each identified staff providing services on behalf of this grant.

4. Demonstrate that key staff members have experience and training on proper use of fatherhood curriculum by submitting in proposals certifications of trainings for staff facilitating classes.

Resumes must be included in proposals for all persons proposed for key positions.

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

SECTION III. SCOPE OF PROJECT WORK PLAN & PROJECT OUTCOMES

3.1 Scope of Project Work

Proposals must include a detailed project work plan that presents a clear picture of how the fatherhood program will work. It should describe the sequence of activities that will be used to support the desired behaviors and outcomes, and show how these activities are linked to the results that the program is expected to achieve.

Programs should include sound recruitment and referral strategies that take steps to alleviate barriers to participation for targeted populations within the designated community. Applicants are encouraged to leverage other resources in their communities as they build a comprehensive approach to assisting fathers.

Partnerships are an important asset to consider in the design and implementation of a fatherhood program. OCF believes that strong partnerships in the community are critical to maximizing the effectiveness of a program through leveraging of resources, building community support, and increasing access to eligible participants. OCF is particularly interested in funding organizations that are located within the communities of the targeted populations, and that provide a broad array of services.

Applicants are strongly encouraged to collaborate with public and private social service agencies to maximize the availability and robustness of supportive services. Some examples of potential partnering agencies/systems include, but are not limited to, the following: State, Tribal, or local TANF agencies; the public workforce investment system, including local Workforce Development and their One-Stop Career Centers; local Chambers of Commerce and their affiliated Chambers; child welfare agencies and organizations; the child support agency; domestic violence organizations; and nonprofit organizations such as community or faith-based organizations, which have direct access to the targeted populations (e.g. refugee resettlement programs).

3.2 Narrative Description of Proposed Project— the Proposed Work Plan

Grant applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan. The applicant will:

- A. Explain the key objectives of the proposed project including the number of fathers to be served. **[NOTE:** Applicants are advised to refrain from simply restating the objectives as identified in Section 1.5 of this RFGA, but are to discuss how the proposed plan would achieve its objectives.];
- B. Provide a proposed timeline for the project;
- C. Provide an organizational chart (including any sub-grantees and community partners) and specify the key personnel who will be assigned to this project;
- D. Proposals should include a list of community partners and cooperating entities who will work on this project along with a short description of the nature of their contribution and the counties the organizations serve;
- E. Complete and return Appendix A, List of Ohio Counties and Regions to be served Form as part of the grant proposal. To complete the form, applicants must mark the boxes next to the counties and region where they plan to offer programming and services for fathers; and,
- F. Additional points will be awarded if applicants include Memos of Understanding or Third-Party Agreements from county Child Support Enforcement Agency (CSEA), County Children Services Agency, Clerk of the Court, and local One Stop Center (Ohio Means Jobs) in the counties where the applicant will provide services. Up to a total of four (4) points, two (2) points per county agency could be awarded. Applicant will be required to work closely with OCF to establish county agency partnerships tailored to the program if not already existing.

3.3 Project Outcomes and Measures

The project outcomes for each selected grantee will be specific to the details of that grantee's accepted project plan. However, all grantees selected through this RFGA process are to include fatherhood classes and individual coaching for fathers, co-parenting/relationship skills classes for fathers and mothers, and employment services for unemployed and under-employed fathers. Include the number of people to be served by each activity.

- A. The project plan must identify how many new fathers are to be enrolled in the course(s), how many fathers must graduate from the course(s) for the program to be deemed a success, how many fathers the organization plans to provide additional services to, beyond enrolling in fatherhood courses, and any other measures of success. The number of fathers to be served must be stated **per year. The minimum number of fathers to be served for Level B is 100 per year.**
- B. The project must use an evidence-based, proven effective curriculum and provide proof that relevant staff have been trained and certified in the proper use of the curriculum. Proposals are

to describe in detail how the work will be accomplished. Applicants must explain how they will provide services by including information on curriculum, course duration, the frequency of the course offering, and number of new fathers to be enrolled in each course. Course duration must be a minimum of six (6) weeks.

- C. The success of the project depends on outreach to the targeted population. Applicants must include a detailed recruitment plan that identifies, at minimum:
- Who will be recruited from the target population for this RFGA;
 - How the public will be informed of the program and services;
 - Where information about the program will be disseminated and advertised, keeping in mind places where your target population is located and congregates;
 - Timeline for specific recruitment activities; and,
 - Potential sources of referrals and how relationships with other organizations will be developed.
- D. The project plan must include expected measurable outcomes, such as:
- The number of fathers to be served and expected to graduate from fatherhood classes.
 - The number of child support and parenting time orders established (counted by child).
 - Child support payment rates.
 - The number of referrals to Ohio Means Jobs.

If accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show schedule of accomplishments and their target dates.

3.4 Mandatory Program Components

Plan activities must, at minimum, include:

- A. Responsible fatherhood classes and individual coaching;
- B. Co-parenting/Relationship skills classes for fathers and mothers; and
- C. Employment services for unemployed and under-employed fathers.

Project plans may also include classes and activities designed to decrease or prevent premature fatherhood, provide services for teen fathers, and offer programs for incarcerated fathers. Applicants must provide a comprehensive approach that includes employment services and other services to foster economic stability. While an applicant **must** include all three program components in the project design, an individual program participant does not have to participate in all three components. Applicants are required to describe how the program will work with a participant to determine the appropriate set of activities for that individual.

A. Responsible Fatherhood Classes and Individual Coaching

Applicants must provide activities to promote or sustain co-parenting relationships and promote responsible fatherhood. Applicants are strongly encouraged to include a plan for providing supportive services. Supportive services - including, but not limited to, transportation assistance and child care - can help lower barriers to participation and improve program recruitment, retention and outcomes. Funds may be used for the discrete

cost of ancillary supportive services when such services are necessary to enable individuals to participate effectively and consistently or to address barriers to employment. When supportive services are otherwise available (such as child care assistance), applicants are encouraged to assist program participants to utilize those existing resources.

While some services can be offered in correctional facilities, direct services and fatherhood classes must be offered in the county outside of correctional facilities. Fathers served **must** include non-incarcerated men living in the county.

B. Co-parenting/Relationship Skills Classes for Fathers and Mothers

All projects must include Responsible Parenting and Co-parenting activities that may include a discussion approach, experiential learning and father-child relationship enhancement activities, mentoring, counseling, mediation (when desired by both parents), and support groups.

Activities designed to provide parenting education and enhance parent-child relationships may focus on areas such as (but not limited to):

- Child development and understanding child behaviors;
- Communication skills ;
- Enhancing family relationships (co-parenting and reducing family conflicts);
- Managing conflict and handling anger;
- Building support networks; Rebuilding and/or developing trust;
- Child-directed play skills;
- Clear and consistent limit setting and non-violent discipline techniques;
- Strengthening children's social skills
- Co-parenting/Relationship skill classes for fathers and mothers, etc.

C. Economic Stability: Comprehensive Employment Services

All projects **must** include program activities aimed at helping fathers improve their economic stability by preparing for, finding and retaining employment. OCF is particularly interested in programs that will offer opportunities that enhance the employability skills of low-income fathers and/or assist low-income fathers with securing job opportunities. Approaches may include, but are not limited to:

- Career counseling/development;
- Assessments of skills levels, aptitudes, abilities, and competencies;
- Education and training, including, but not limited to, basic skills, English language instruction, vocation education, and job training;
- Job search, job placement, and job retention services; Pre-employment or soft-skills development; Subsidized employment/transitional jobs.

Applicants may provide employment services themselves or in collaboration with other entities. Applicants should explain how participating fathers' employment service needs will be assessed and how they will be matched to appropriate and effective services. Applicants should justify their proposed approach with evidence of effectiveness for the target population.

3.5 Domestic Violence

The safety and well-being of all participants enrolled in co-parenting and responsible fatherhood activities, and their partners, spouses, children, and other family members, is a high priority for OCF. Applicants must identify in their applications the domestic violence experts with whom they have initially consulted regarding program design, content, outreach, outcomes, and target population, among other issues. In addition, applicants must include evidence of consultation with one or more experts on domestic violence prevention, or with domestic violence coalitions in the community. Applicant will be required to work closely with OCF to create a clear concise domestic violence protocol tailored to the program and intake screening process, prior to program implementation.

3.6 Grantee Oversight Responsibilities

OCF is interested in funding applicants that directly, or through the affiliates or project partners have a physical presence in a community, city, or county where services are provided. For purposes of this grant, OCF defines physical presence as a demonstrated ability to provide direct monitoring and oversight of the service provision, staff and facilitator training, programmatic, legal and regulatory compliance in the geographic area or areas an applicant proposes to serve. Applicant must serve the county or counties proposed and may not classify a county served by only offering fatherhood programs and activities in a correctional facility.

Applicants are required to ensure that there is adequate oversight over their program activities and partner(s). Maintaining oversight of programs and multiple components of a fatherhood program (e.g. staff, partner(s), curriculum, and program activities) is critical in designing an effective program in the community. In designing and managing programs, applicants need to consider how they will ensure that grant activities and partner(s) will adhere to the State and Federal and programmatic regulations. OCF believes that the following practices are critical to ensuring compliance with applicable State and Federal regulations:

- Identifying staff that will be responsible for maintaining oversight of program activities, staff, and partner(s).

- Having clearly written procedures and policies that govern internal and external activities and partners related to the grant, including developing forms to be used in conducting program visits and observations (e.g., program classes, facilities) to ensure fidelity to program activities (e.g., responsible fatherhood curriculum, job and career advancement activities) and incorporating fiscal controls.
- Having clearly written procedures and policies that oversee internal and external facilitators, including guidance on how facilitators are recruited, selected, trained, retained, and policies that address any non-compliance issues (e.g., corrective action plan, termination).
- Having an adequate records system that relates financial data to performance data, provides records that identify the source and application of funds for OCF-sponsored activities, demonstrates effective control over and accountability for funds, compares outlays with budget amounts, and provides accounting records supported by source documentation.
- Having program performance measures to obtain participant feedback on facilitators and program activities. Collecting program enrollment, participation, and related information in a data management system to monitor staff and facilitator performance and ongoing program operations compared to goals and established benchmarks.

3.7 Evaluation

As a condition of acceptance of an award under this grant, all grantees are required to participate fully in OCF-sponsored evaluations and adhere to all evaluation protocols established by OCF. Acceptance of a grant award constitutes agreement to cooperate with and administer all evaluation procedures as required.

Participation in any evaluation can be expected to require grantees to 1) support and comply with special data collection requirements; 2) provide administrative data (e.g., on program participants and their participation or service receipt); 3) facilitate and support on-site meetings and observations with and by evaluation staff, including interviews with program and partner agency managers/staff ; 4) facilitate and support interviews or meetings with program participants; and 5) facilitate and support case file reviews, among other activities. Grantees are responsible for ensuring that partnering organizations comply with this condition of award.

OCF is investing resources in multiple evaluations to document successes and challenges and lessons from responsible fatherhood grant programs that will be of interest and value to program operators and policymakers. Given OCF's investment in these evaluations, grantees may not use grant funds to support independent evaluations.

Apart from evaluation, grantees are encouraged to use grant funds (and other resources) to support data collection and data management necessary for performance documentation to inform and guide program improvements, document program progress, and comply with grant reporting requirements.

3.8 Orientation and Peer Meetings

Successful applicants are expected to attend the orientation, trainings, and peer meetings in Columbus, Ohio. The orientation will be held approximately 30 days from the date of grant award. Project manager, facilitators, case workers, fiscal specialist and the person responsible for tracking and documenting progress toward project milestones and outcomes must attend orientation, trainings and meetings.

SECTION IV. OTHER REQUIREMENTS

4.1 Interview

Not applicable for this RFGA.

4.2 Start Work Date

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

4.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with any application review interviews (if applicable) will not be ODJFS responsibility.

4.4 Trade Secrets Prohibition; Public Information Disclaimer

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

All applications and any other documents submitted to ODJFS in response to any RFGA, RLB, etc., shall become the property of ODJFS. After the selection of the grantee, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term "application" shall mean both technical information on the program and the program budget, submitted by the prospective grantee, and any attachments, addenda, appendices, or sample products.

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

4.5 Grant Agreement Requirements

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the grant model agreement, which is included as Attachment B of this RFGA;

- B. Many of the terms and conditions contained in the agreement (See Attachment B) are required by state and federal law; however, the applicant may propose changes to the agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to an agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the agreement apply equally to work performed by any and all sub-grantees;
- E. The grantee, and any sub-grantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any sub-grantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any sub-grantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any sub-grantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any sub-grantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis; and,
- H. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect.

4.6 Sub-grantee(s)

Not applicable to this RFGA

4.7 Public Release of Records

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

4.8 Confidentiality

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

4.9 Key Personnel

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

The ODJFS Grant Manager must be informed in writing, if the grant manager for the CSEA or the director of the provider and facility changes over the course of the project.

4.10 Ethical and Conflict of Interest Requirements

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

4.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving a grant from ODJFS, the grantee, and any sub-grantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto. The selected applicant can reasonably anticipate HIPAA language in the grant that results from this RFGA.

SECTION V. APPLICATION FORMAT & SUBMISSION

5.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) copies of the application must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m., Thursday June 11, 2015.** Applications received after this date and time will not be reviewed. One additional electronic copy of the complete application, as described in the Note below must also be provided. Applications must contain all information on the proposed project's design, staffing, and budget as described throughout this RFGA, and organized according to directions provided in Section 5.2, Format for Submission of the Application, below. Material mailed or submitted separately from the application packet will not be

accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

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

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

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date, or separate from the application regardless of the date, will not be included in previous submissions nor be considered. No confirmations of mailed applications received can be provided.

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the grant agreement between ODJFS and the applicant selected.

NOTE: Grant applicants are required to submit one additional copy of their complete application, including the program budget, and any required or voluntary attachments, on a separate CD-ROM, in non-rewriteable CD format. The requested CD would be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

5.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Proposal Review Team (PRT), an application must information and materials as described in this section. The application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section of this RFGA to be accepted. The applicant is required to submit an original copy signed in blue ink.

The application must contain the following components (organized in primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. *Applications must be limited (excluding Tab 1) to 50 pages. All pages beyond Tab 1 should be sequentially numbered.*

Grant applicants must organize their application in the following order:

Tab 1 Required Applicant Information and Certifications Document

Attachment A, Section I --In this section, the applicant is required to provide required information and certifications of eligibility for state awards, as described in Attachment A, Section I to this RFGA, entitled "Required Vendor Information & Certifications Document." Applicants 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 restated from Attachment A) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Applicants who fail to provide all information and certifications as described in Attachment A, Section I in their proposal Tab 1 will be disqualified.

Attachment A, Section II – Location of Business Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every applicant or applicant seeking to do business with the Ohio Department of Job and Family Services. This must be submitted as part of the response to any request for proposals, invitation to bid, request for grant applications, informal quotations, or other such competitive process. **Failure by any applicant to complete, sign, and return the Location of Business Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

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

Tab 2 Applicant Qualifications

Sub-Tab 2a. Mandatory Qualifications (As defined in Section 2.1, items A through D)

Sub-Tab 2b. Applicant and Staff Qualifications (As in Section 2.2, items A and B)

Tab 3 Narrative Description of Proposed Project (As defined in Section 3.2, items A through F)

Applicants are to provide a narrative describing project elements in detail, in the order as outlined in Section 3.2, Narrative Description of Proposed Project of this RFGA, items A – F, each in a separate sub-tab.

Tab 4 Project Outcomes and Measures (As defined in Section 3.3, items A through D)

Applications must clearly identify the outcomes, or program activities, to be accomplished with the grant funding. Where possible, a description of expected outcomes from those activities should also be included. Applications should display outcomes/program activities, or distinct parts or phases of outcomes by state fiscal year, if possible.

Sub-Tab 4a. Outcome A

Sub-Tab 4b. Outcome B

Sub-Tab 4c. Outcome C

Sub-Tab 4d. Outcome D

Tab 5 Program Components (As defined in Section 3.4, items A through C)

Applicants are to provide a narrative describing how they would provide each of the three mandatory program components identified in Section 3.4, Program Components of this RFGA, items A – C, each in a separate sub-tab.

Tab 6 Domestic Violence

Applicants are to provide a narrative describing how their proposed project plan would address domestic violence concerns discussed in Section 3.5 of the RFGA.

Tab 7 Grantee Oversight Responsibilities

Applicants are to provide a narrative describing how, in their proposed project plan, they would manage the oversight responsibilities as discussed in Section 3.6 of the RFGA.

Tab 8 Budget

The Program Budget must include a State Fiscal Year Budget summary sheet. The total cost for all work should be included on this sheet and be distributed by SFY.

Budget and Budget Justification

Proposals must provide a budget with line-item detail and detailed calculations for each budget object class identified on the Budget Information Form. Detailed calculations must include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated.

Provide a narrative budget justification for the proposed project that is being fully funded (the budget period and project period are the same). The narrative budget justification should describe how the categorical costs are derived. Discuss the necessity, reasonableness and allocation of the proposed costs.

Personnel

Description: Costs of employee salaries and wages.

Justification: Identify the project director or principal investigator, if known at the time of application. For each staff person, provide: the title; time commitment to the project in months; time commitment to the project as a percentage or full-time equivalent; annual salary; grant salary; wage rates; etc. Do not include the costs of consultants, personnel costs of delegate agencies, or of specific project(s) and/or businesses to be financed by the applicant. At least 50% of staff working on the grant must be paid employees of the applicant.

If the applicant is requesting salary in the budget, staff member must be providing direct services to fathers. If not, services will be categorized as indirect expense and cannot exceed 15% of the budget.

Fringe Benefits

Description: Costs of employee fringe benefits unless treated as part of an approved indirect cost rate.

Justification: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, Federal Insurance Contributions Act (FICA) taxes, retirement insurance, taxes, etc.

Travel

Description: Costs of project-related travel by employees of the applicant organization. (This item does not include costs of consultant travel).

Justification: Applicants must allocate sufficient funding in their proposed program budget to cover travel, transportation, and per diem expenses for each meeting in the event they receive a grant award. Additional funds for travel expenses will not be available once grants are awarded.

Equipment

Description: "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year. The total cost of equipment cannot exceed \$3,000. **Applicants must purchase all equipment during the first year of the grant.**

Justification: For each type of equipment requested provide: a description of the equipment; the cost per unit; the number of units; the total cost; and a plan for use on the project; as well as use and/or disposal of the equipment after the project ends and explain why it is essential to program's operation.

Supplies

Description: Costs of all tangible personal property other than that included under the Equipment category.

Justification: Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.

Contractual

Description: Costs of all grants for services except for those that belong under other categories such as equipment, supplies, construction, etc.

Justification: Demonstrate that all procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. Recipients and sub recipients must justify any anticipated procurement action that is expected to be awarded without competition.

Note: Whenever the applicant intends to delegate part of the project to another agency, the applicant must provide a copy of the agreement including a detailed budget and budget narrative for each delegate agency or contractor, by agency title, along with the same supporting information referred to in these instructions.

Conference/Training/Registration

Description: Payments associated with providing or attending a conference or training for grant related activities, not to include travel or meal costs.

Justification: Include detailed description including content as it relates to the program; availability of continuing education credits for attendees; conference location; length of conference, etc. Conference should be directly applicable to the grant program. Conference/Training fees reimbursed should only be used for staff directly assigned to the grant funded program.

Note: Permissible conference related travel expenditures shall include mileage, lodging, and per diem, not to exceed State of Ohio travel rates. These expenses must be listed as Travel line items.

Other

Description: Enter the total of all other costs. Such costs, where applicable and appropriate, may include but are not limited to: space and equipment rentals; utility costs, local travel; insurance; professional services costs; printing and publication; computer use; training costs such as tuition and stipends; staff development costs; and administrative costs.

Justification: Provide computations, a narrative description and a justification for each cost under this category.

Indirect Charges

Description: Total amount of indirect costs. This category should be used only when the applicant currently has an approved indirect cost rate.

Justification: An applicant that will charge indirect costs to the grant must enclose a copy of the current rate agreement. When an indirect cost rate is requested, those costs included in the indirect cost pool should not be charged as direct costs to the grant. Also, if the applicant is requesting a rate that is less than what is allowed under the program, the authorized representative of the applicant organization must submit a signed acknowledgement that the applicant is accepting a lower rate than allowed.

Tab 9 Examples, other (optional)

(Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)

B. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:

- Any trade secret, proprietary, or confidential information found anywhere in an application shall result in immediate disqualification of that applicant.
- Any sensitive personal information on applicant *or* sub-contract staff (e.g., social security numbers, addresses) must be omitted from applications, or ODJFS may at its option disqualify the applicant from any consideration.

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

SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION

6.1 Scoring of Applications

ODJFS will enter into an agreement with grantees that best demonstrate the ability to meet requirements as specified in this RFGA, per defined geographic region. Grant applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their proposal and project budget. All applications will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from OCF. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest

in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in this RFGA. Any applications not meeting the requirements contained in Sections II, III, IV, and V of this RFGA will not be scored or may be held pending receipt of required clarifications. The PRT reserves the right to reject any and all applications, in whole or in part, received in response to this request. The PRT may waive minor defects when the error does not unreasonably obscure the intent or meaning. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass all Phase I. Review Criteria. **These criteria are minimum mandatory requirements that qualify proposals for consideration for award. Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.**

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

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

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

C. Phase III. Review—Criteria for Considering the Project Budget

The Project Budget will be reviewed by ODJFS, which reserves the right to negotiate with applicants for adjustments to their submitted budgets, should ODJFS determine, for any reason, the submitted budget is not in accordance with the scope of the project for which this RFGA is released.

6.2 Final Selection

The PRT may recommend for selection as many or as few applicants as successful applications and funding allow, in accordance with OCF’s stated objective for the use of these funds.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, applicant objecting to the award of a grant resulting from the issuance of this RFGA may file a protest of the award of the grant, or any other matter relating to the process of soliciting the 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 grant resulting from this RFGA. The protest shall be in writing and shall contain the following information:
1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFGA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of 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 1.6, Anticipated Procurement Timetable, of this RFGA.
 2. If the protest relates to the announced intent to award a grant, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the State's intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E. When a timely protest is filed, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the grant shall be notified of the receipt of the protest.

- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a grant as a result of this solicitation if, in the opinion of ODJFS and the PRT, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserve the right not to select any grant applicant should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All grant applicants are responsible for obtaining any such changes without further notice by ODJFS.

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Required Applicant Information and Certifications**
- B. ODJFS Model Grant Agreement *(For applicant reference purposes)***
- C. Proposal Score Sheet *(For applicant self-evaluation purposes...do not submit)***
- D. Project Budget Form *(To be completed & included as specified in Sec. 5.2)***

SECTION IX. APPENDICES

- A. List of Ohio Counties and Regions to be Served Form *(To be completed as specified in Sec. 3.1)***
- B. Logic Model *(NOT required for Level B applications – offered as optional reference material.)***
- C. Reference Websites**

Thank you for your interest in this project.

Attachment A

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

Section I – Required Grantee Information

Section II - Location of Business Form

Attachment A—Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

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

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

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

Applicants must provide all information

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

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

9. Mandatory Grantee Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

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

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

Total number of grants: _____

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

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

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

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

Attachment A —Section II.

Location of Business Form

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

1. Principal location of business of Grantee:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Grantee:

(Address) (City, State, Zip)

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

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

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

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

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

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

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

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

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

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

G-1617-00-0000

RECITALS:

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

The Grant is made pursuant to the **Federal Award Title**, awarded by the United States Department of _____, **[insert federal contact name and address]** on **Federal Award Date** for the performance period _____ to _____, in the amount of \$ **[the total of amount of the federal award to SUBGRANTEE]**. The Catalogue of Federal Domestic Assistance (CFDA) name and number is _____ and _____, Federal Award Identification Number (FAIN) _____, This Agreement is not for research and development purposes.

GRANTEE's Data Universal Numbering System (DUNS) name and number are _____ and _____, which is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200.32.

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

- A. ODJFS issued a Request for Application (RFA) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of SUBGRANTEE, submitted by SUBGRANTEE on [Date] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFA, the Application, or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFA and the Application, the RFA 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 Agreement and the budgetary and statutory constraints of ODJFS.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

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

INSERT SPECIFIC DELIVERABLES

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager Name, or his/her successor.**
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within ten days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provisions of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

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

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

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

[SUBGRANTEE MATCH]

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

[GRANT ADVANCE]

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

[BUDGET REALLOCATION]

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

[INDIRECT COST RATE]

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

[TRAVEL REIMBURSEMENT]

- E. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- F. Compensation will be made as reimbursement for actual expenditures incurred [per Deliverable] [hourly] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- G. GRANTEE will submit detailed invoices on a monthly/ quarterly/ one-time basis to the ODJFS Agreement Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
 5. Description of Deliverables performed during the billing period;
 6. Receipt or other proof of cost; and
 7. Other documentation requested by the ODJFS Agreement Manager.
- H. GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- I. GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after The State of Ohio purchase order has been closed. GRANTEE must submit final invoices for payment no later than Ninety (90) calendar days after the ending date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- J. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.

- B. Upon thirty (30) calendar days written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of ODJFS, this Agreement may be suspended.
- C. Notwithstanding the provision of Section A, above, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
1. ODJFS loses funding as described in ARTICLE III;
 2. ODJFS discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE VIII.

Suspension or termination under this provision shall not entitle CONTRACTOR to any rights or remedies described in Section E of this ARTICLE.

- D. GRANTEE, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
 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 Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant; and
 5. Perform any other tasks ODJFS requires.
- E. In the event of suspension or termination under Sections A or B of this ARTICLE, ODJFS will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, 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 GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or GRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.
- B. Notices to ODJFS from GRANTEE that concern changes to GRANTEE'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 Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.

- C. Notices to GRANTEE from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of the this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

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

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

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant 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. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE 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. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities

that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three (3) year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. GRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is **[INSERT RECORDS SCHEDULE], [Must be a minimum of three (3) years-DO NOT INCLUDE IN THE AGREEMENT]**. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

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

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.

1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE 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.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Americans with Disabilities.** GRANTEE, 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. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee, subcontractor, subgrantee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE 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. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

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

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE 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. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, 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 GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE 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. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

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

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

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

7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

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

- a. **[PRIVATE ENTITY]** GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, GRANTEE must disclose:
 - (1) The location(s) where all services will be performed by GRANTEE or any subcontractor;
 - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - (3) The principal location of business for GRANTEE and all subcontractors.
- c. GRANTEE also affirms, understands, and agrees to immediately notify ODJFS of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. **Termination, Sanction, Damages:** ODJFS is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODJFS all funds paid for those services.

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

11. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

12. **Clean Air Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
13. **Energy Policy and Conservation Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. **Solid Waste Disposal.** If applicable, SUBGRANTEE agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding federal fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Certification of Compliance.** GRANTEE 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.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **[PRIVATE ENTITY] Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- B. **[PUBLIC UNIVERSITY/ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **[PRIVATE ENTITY] Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged

infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. 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. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE 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 GRANTEE under this Section survive the termination of this Agreement, without limitation.

- C. **[PUBLIC ENTITY] Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE 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 GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- G. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
GRANT AGREEMENT**

SIGNATURE PAGE

G-1617-00-0000

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Grantee Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Cynthia C. Dungey, Director

Printed Name

Date

Date

Address
City, State, Zip

30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

ATTACHMENT C
RFGA: R1617178093B
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

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 Ref.	YES or Not Applicable	NO
1	Was the applicant’s proposal received by the deadline as specified in the RFGA?	1.6 & 5.1		
2	Applicant’s proposal includes all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in the RFGA?	5.2 A		
3	Included in those certifications, does the applicant state that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or ORC § 9.24?	5.2 A		
4	Does ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery?	5.2 A		
5	Is the applicant a government entity or a non-profit organization in Ohio?	2.1 A	Y or N/A	
6	Did the proposal include a copy of its current and valid non-profit Ohio 501(c) 3 tax status determination letter from the Internal Revenue Service (IRS).	2.1 A		
7	Is the applicant a direct service provider to fathers and not a pass-through for funding to other organizations?	2.1 B		
8	Does the applicant have experience in running an established fatherhood program that has been in continuous operation for at least one year?	2.1 C		
9	Has the applicant completed, and included in its proposal, Appendix A (Ohio Counties/Regions to be Served Form)?	2.1 D		
10	Has the applicant designated, & included corroborating resumes for, a project manager AND a fiscal specialist AND a case worker, ALL of whom with the required experience?	2.1 E		

PHASE II: Criteria for Scoring of Proposal

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

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

A 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. Proposals which do not meet or exceed a total score of at least **230** points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of **310** points, will be disqualified from further consideration. Only those vendors whose proposals meet or exceed the minimum required points will advance to PHASE III of the proposal review process.

APPLICANT QUALIFICATIONS - For each of the criteria below, the applicant will be evaluated on the degree to which the information provided in its proposal/application demonstrates the organizational characteristics and qualifications necessary to be successful if selected for a fatherhood program grant award.		RFGA Sec. Ref.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
1	The applicant has at least one (1) year of experience serving fathers in at least two (2) of the following areas: a) Building parenting skills of fathers b) Providing employment related services to low-income fathers c) Preventing premature fatherhood d) Providing services to fathers who are inmates or who have recently been released from jail or prison.	2.2 A. 1				
2	The applicant has described which of the above four (4) fatherhood needs their program has served.	2.2 A. 2				
3	The applicant has listed the number of year(s) of operation of their fatherhood program.	2.2 A. 3				
4	The applicant has described the duration of their fatherhood program(s) including how many hours or weeks the program took to complete and how often the program was offered each year.	2.2 A. 4				
5	The applicant has described the fatherhood curriculum used and training received by staff who implemented it.	2.2 A. 5				
6	The applicant has listed the total number of all clients and percentage who are fathers served by their organization over the past year.	2.2 A. 6				
7	The applicant has described the mission of the organization.	2.2 A. 7				
8	The applicant has included one letter of support from a father who received services from its program completed past year.	2.2 A. 8				
KEY STAFF EXPERIENCE AND CAPABILITIES - For each of the criteria below, the applicant will be evaluated on the degree to which the information provided in its proposal/application demonstrates staff qualifications necessary for the project to be successful if selected for award.		RFGA Section Ref.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
9	The applicant has provided by position and by name those staff key to the project's success, including at minimum: 1) a project manager; 2) a fiscal specialist; and a 3) a case worker who will work directly with fathers; and the duties they will perform under this proposal.	2.2 B. 1				
10	The applicant has shown their proposed key staff have at least one (1) year of experience working in programs serving fathers, as shown by resume(s) of key staff expected to work on the project.	2.2 B. 2				
11	The applicant has identified staff with experience providing direct services to vulnerable families and experience teaching adults. Staff must have demonstrated experience in teaching adults and presenting adult educational programs.	2.2 B. 3				
12	The applicant has shown that key staff members have experience and training on proper use of fatherhood curriculum and has included certificates of training for staff facilitating classes.	2.2 B. 4				
SCOPE OF PROJECT WORK - For each of the criteria below, the applicant will be evaluated on the degree to which the information provided in its proposal/application indicates the project would successfully achieve OCF goals for use of the funding.		RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
13	The applicant has included a detailed project work plan that presents a clear picture of how the fatherhood program will work, the sequence of activities that will be used to support the desired behaviors and outcomes, and shows how these activities are linked to the results that the program is expected to achieve.	3.1				
14	The applicant has provided sound recruitment and referral strategies that include steps to alleviate barriers to participation for targeted populations within the designated community.	3.1				
15	The applicant has included an explanation of key objectives of the proposed project including the number of fathers to be served.	3.2 A				
16	The applicant has provided a proposed timeline for project.	3.2 B				

17	The applicant has included an organizational chart (including any sub-grantees and community partners) and specified the key personnel who will be assigned to this project.	3.2 C				
18	The applicant has identified community partners and cooperating entities in the county/counties where it will provide services to fathers.	3.2 D				
19	The applicant has completed and returned Appendix A, List of Ohio Counties and Regions to be served Form.	3.2 E				
20	The applicant has demonstrated partnerships in the community by providing a copy of their Memorandum of Understanding (MOU) or comparable agreements with public social service agencies as described in Section 3/2.	3.2 F				
21	The applicant's project plan has identified how many new fathers are to be enrolled in the course(s), how many fathers must graduate from the course(s) for the program to be deemed a success, how many fathers the organization plans to provide additional services to, beyond enrolling in fatherhood courses, and any other measures of success.	3.3 A				
22	The applicant has described in detail how the work will be accomplished. Applicants has explained how they will provide services by including information on curriculum, course duration, the frequency of the course offering, and number of new fathers to be enrolled in each	3.3 B				
23	The applicant has included a detailed recruitment plan that identifies, at minimum: who will be recruited from the target population; how the public will be informed of the program and services; where information about the program will be disseminated and advertised, keeping in mind places where your target population is located and congregates; timeline for specific recruitment activities; and potential sources of referrals and how relationships with other organizations will be developed.	3.3 C				
24	The applicant has included its expected measurable outcomes, such as: the number of fathers to be served and expected to graduate from fatherhood classes; the number of child support and parenting time orders established (counted by child); changes in child support payment rates; the number of referrals to Ohio Means Jobs, etc.	3.3 D				
25	The applicant has explained how they will provide activities to promote or sustain co-parenting relationships and promote responsible fatherhood by providing responsible fatherhood classes as well as provide individual	3.4 A				
26	The applicant has explained how they will provide responsible parenting and co-parenting activities that may include a discussion approach, experiential learning and father-child relationship enhancement activities, mentoring, counseling, mediation (when desired by both parents), and support groups.	3.4 B				
27	The applicant has described program activities aimed at helping fathers improve their economic stability by preparing for, finding and retaining employment, career counseling, assessment of skills, training and job placement assistance.	3.4 C				
28	The applicant has described its domestic violence preparedness, by describing its plan to consult with (&/or its experience in consulting with) DV experts on program design, content, outreach, outcomes, and target population, among other issues.	3.5				
29	The applicant has shown it has a physical presence in the community, city, or county where services are provided.	3.6				
30	The applicant has confirmed that it will participate fully in OCF-sponsored evaluations and adhere to all evaluation protocols established by OCF.	3.7				
31	The applicant has confirmed that it will attend the orientation, trainings, and peer meetings in Columbus, Ohio.	3.8				
Column Subtotal of "Partially Meets" points						
Column Subtotal of "Meets" points						
Column Subtotal of "Exceeds" points						
TOTAL PHASE II SCORE:						

Based upon the Grand Total Technical Score earned, does the applicant's proposal proceed, or is it disqualified from any further consideration? (Vendor's Grand Total Technical Score must be at least 230 out of the 310 maximum possible points.)

Proceed _____

Stop

PHASE III: Opportunity for Additional Points (Optional)

The following items are optional. If the proposal includes any of these items, the proposal will be awarded an additional three (3) points for each, for a total of 15 possible extra points.

	ADDITIONAL POINTS – Optional Items (If yes, 3 points each)	YES	NUMBER	POINTS
1	Does program serve any of the Priority Counties listed in Appendix B?			
	Does proposal includes letters of support from:			
2	Children Services			
3	County Child Support Enforcement Services			
4	Workforce Development			
5	Other?			
	SUBTOTAL PHASE III			
	GRAND TOTAL (Phase II and Phase III)			

**ATTACHMENT D
RFGA R1617178093
Level A & B**

Project Budget Summary

Name of Applicant _____

	Year 1	Year 2		
	July 2015 – June 30, 2016	July 1, 2016- June 30, 2017		Total
Personnel				
Fringe Benefits				
Travel				
Equipment				
Supplies				
Contractual				
Conference/Training/ Registration				
Other (Define)				
TOTAL				
Grant Amount Requested				

Budget and Budget Justification

Provide a budget with line-item detail and detailed calculations for each budget object class identified on the Budget Information Form. Detailed calculations must include estimation methods, quantities, unit costs, and other similar quantitative detail sufficient for the calculation to be duplicated.

Provide a narrative budget justification for the proposed project that is being fully funded (the budget period and project period are the same). The narrative budget justification should describe how the categorical costs are derived. Discuss the necessity, reasonableness, and allocation of the proposed costs.

APPENDIX A
for
JFSR1617178093A and JFSR1617178093B

OHIO COUNTIES - ALPHABETICAL BY REGION
PRIORITY COUNTIES HIGHLIGHTED BY COLOR

Applicant Name: _____

Instructions - Applicants are to:

1. Identify which **Funding Level**, below, the applicant is seeking:

___ **Level A Funding - JFSR1617178093A**

- OR -

___ **Level B Funding - JFSR1617178093B**

2. Mark one of the five regions below, indicating which region the applicant proposes to serve.

3. Mark which of the counties **within that region** would be served.

4. Include this completed Appendix B in Proposal per RFGA Section 5.2, Format for Submission of the Application.

REGION	CENTRAL _____	NORTHEAST _____	NORTHWEST _____	SOUTHEAST _____	SOUTHWEST _____
COUNTIES in REGION	Ashland	Ashtabula	Allen	Athens	Adams
	Coshocton	Carroll	Auglaize	Belmont	Brown
	Crawford	Columbiana	Defiance	Gallia	Butler
	Delaware	Cuyahoga	Fulton	Guernsey	Champaign
	Fairfield	Erie	Hancock	Hocking	Clark
	Franklin	Geauga	Hardin	Jackson	Clermont
	Holmes	Harrison	Henry	Lawrence	Clinton
	Knox	Huron	Logan	Meigs	Darke
	Licking	Jefferson	Lucas	Monroe	Fayette
	Madison	Lake	Mercer	Morgan	Greene
	Marion	Lorain	Ottawa	Muskingum	Hamilton
	Morrow	Mahoning	Paulding	Noble	Highland
	Pickaway	Medina	Putnam	Perry	Miami
	Richland	Portage	Sandusky	Vinton	Montgomery
	Union	Stark	Seneca	Washington	Pike
		Summit	Shelby		Preble
		Trumbull	Van Wert		Ross
	Tuscarawas	Williams		Scioto	
	Wayne	Wood		Warren	
		Wyandot			

Priority counties are highlighted by color. Additional points will be awarded for serving Priority Counties.

Priority Counties were determined by poverty indicators in US Census Bureau 2010 data and Ohio Department of Development Ohio Poverty Report, April 2011.



RFGA R1617178093 - APPENDIX B - REQUIRED FOR LEVEL A APPLICANTS

Resources	Program Activities	Outputs	Outcomes	Goal
<p><i>What resources will be needed to conduct this program?</i></p> <div data-bbox="67 641 367 1539" style="background-color: #f0d0d0; height: 553px;"></div>	<p><i>What will we do with the resources?</i></p> <div data-bbox="483 641 783 1539" style="background-color: #f0d0d0; height: 553px;"></div>	<p><i>Briefly describe the number of fathers engaged and the number of serviced delivered.</i></p> <div data-bbox="882 641 1182 1539" style="background-color: #f0d0d0; height: 553px;"></div>	<p><i>What are the short or intermediate term results that will be achieved?</i></p> <div data-bbox="1289 641 1589 1539" style="background-color: #f0d0d0; height: 553px;"></div>	<p><i>What are the long term results that will be achieved?</i></p> <div data-bbox="1694 641 1995 1539" style="background-color: #f0d0d0; height: 553px;"></div>

APPENDIX C - Reference

In developing a proposal, applicants may want to review existing public resources such as, but not limited to the following:

What Works in Fatherhood Programs? Ten Lessons from Evidence-Based Practice (2007, Bronte-Yinkew) US Dept HHS

Issue Briefs on Responsible Fatherhood (2010) Annie E. Casey Foundation

Ten Key Findings from Responsible Fatherhood Initiatives (2008) The Urban Institute

Restoring Fathers to Families and Communities - Six Steps for Policy Makers (2000) Social Policy Action Network, Sylvester and Reich

Family Engagement and Empowerment in Ohio (2008) Ohio Family & Children First Cabinet Council, Wholonomy Consulting

Fragile Families - The Future of Children (2010) Princeton University and The Brookings Institution

PDF files of these articles can be found at:

www.fatherhood.ohio.gov/FundedPrograms/RFGA

<http://fwww.fatherhood.org>

<http://www.fatherhood.hhs.gov/>

<http://www.fathers.com>