



Department of
Job and Family Services

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

December 22, 2015

Dear Vendor:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Proposals (RFP) number JFSR1617178108R for the purpose of obtaining one qualified and experienced vendor to develop and implement evaluation strategies and recommendations regarding the effectiveness of the Prevention, Retention, and Contingency program (PRC), as well as other Temporary Assistance for Needy Families (TANF) funded programs funded through the TANF Regular Allocation provided to county agencies. The evaluation and analysis of the program will look at policies, procedures, and processes to identify areas of improvement and make final recommendations. ODJFS is seeking a vendor who is experienced in performing in-depth program research and evaluation of projects administered by either government or not-for-profit entities, including data collection and analysis. This is a re-release of the October, 2015 RFP (previously designated as JFSR1617098108) with changes and clarifications made for this re-release.

If your organization is interested in submitting a response for this important project, please obtain the RFP through the ODJFS web site at <http://www.jfs.ohio.gov/rfp/>. In the event of any problems accessing this document or opening the above referenced ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

County TANF Funding
Allocation Review Services Re-Post

RFP Number JFSR1617178108R

The Ohio Department of Job and Family Services

County TANF Funding Allocation Review RFP Re-Post

RFP number JFSR1617178108

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ODJFS REQUEST FOR PROPOSALS (RFP):
County TANF Funding Allocation Review Re-Post

RFP Number JFSR1617178108R

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining one qualified and experienced vendor to develop and implement evaluation strategies and make recommendations regarding the effectiveness of the Prevention, Retention, and Contingency program (PRC) established by Ohio Revised Code (ORC) section 5108.02, as well as the benefits and services provided through other programs funded in whole or in part by Temporary Assistance for Needy Families (TANF) block grant (Am. H.B. 64; SECTION 305.195 COUNTY TANF FUNDING ALLOCATION REVIEW). The evaluation and analysis of the program will look at policies, procedures, and processes to identify areas of improvement and make final recommendations. ODJFS is seeking a vendor that is experienced in performing in-depth program research and evaluation of projects administered by either government or not-for-profit entities, including data collection and analysis. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP.

For the purpose of this RFP, the term "vendor" shall be defined as an organization or individuals, for profit or not-for-profit entity or an Ohio state-assisted institution of higher education interested in this opportunity. The terms "bid" and "proposal" may be used interchangeably to indicate materials submitted to ODJFS in order to be considered for award of a contract for the services described in this RFP. The terms "contractor" and "selected vendor" may be used interchangeably in reference to a vendor selected by ODJFS through this RFP for contract award.

1.2 Background

Ohio's Prevention, Retention and Contingency (PRC) program provides work supports and other services to help low-income parents overcome immediate barriers to employment. It is funded through the federal TANF block grant program. Those receiving assistance from other public assistance programs including Disability Financial Assistance and the Supplemental Nutrition Assistance Program (SNAP formerly known as food stamps) also may be eligible for PRC services. Benefits and services are available for certain low-income families who need short-term help during a crisis or time of need. PRC services vary between counties based on community needs. Each county has a PRC plan stating the types of services available in that county and the eligible criteria for them.

1.3 Overview of the Project

ODJFS supervises 88 County Departments of Job and Family Services. The selected vendor will be expected to work with programs serving all 88 counties in evaluating and analyzing the effectiveness of the Prevention, Retention, and Contingency program as well as other programs funded through the TANF Regular Allocation, provided to the county agencies. The evaluation and analysis of the program will look at several key factors as described in this RFP, and lead to final recommendations.

1.4 Objectives of the Project

The selected vendor for this project will be required to review all current state and county PRC policies, procedures, and processes to identify areas of improvement for programs that were in place during federal fiscal year (FFY) 2015 (October 1, 2014 – September 30, 2015). The selected vendor will analyze, review, and compare all programs funded in whole or in part by TANF at the county level during FFY 2015, including expenditure data for the TANF Regular Allocation from all 88 county agencies received through the County Finance Information System (CFIS).

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
December 22, 2015	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
January 11, 2016	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
January 14, 2016	ODJFS provides final answers to vendor questions (estimated).
3:00 P.M. Wednesday January 27, 2016	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
February 8, 2016	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
February 2016	Implementation* (estimated–following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves the purchase order.
January 31, 2017	Project Completion

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

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

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

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

- * Access the ODJFS Web Page at <http://jfs.ohio.gov/>
- * Select "Doing Business with ODJFS" from the bottom of the page;
- * Select "RFP's" from the left side column;
- * Select RFP Number *JFSR1617178108R* from the list of competitive opportunities;
- * Follow the link to the dedicated web page;
- * Select "Submit Inquiry" near the bottom of the web page;
- * Follow instructions there for submitting questions; or, to view posted questions and answers,
- * Select "View Q and A" near the bottom of the web page.

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

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

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

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

regarding this RFP. Accessibility to questions and answers is clearly identified on the website dedicated to this RFP.

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

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

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

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

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

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

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

2.4 Program Resource Library

Reinvesting in Ohio's Communities 2001-Appendix A

A wide variety of information on ODJFS and its programs which interested vendors may find useful is available to the public via the ODJFS website at <http://jfs.ohio.gov>.

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

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

3.1 Mandatory Vendor Qualifications

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

- A. ODJFS will consider proposals from organizations or individuals, that are either for profit or not-for-profit entities and have completed at least five different government entity (i.e. state or county) assessments of a TANF program, or other federal programs in Ohio or other states; **(The vendor is to provide a list of the government entities along with the dates of the assessments)**
- B. Experience in the evaluation of projects administered by either government or not-for-profit entities, including data collection and analysis. The vendor must demonstrate that they have worked on evaluation projects;
- C. Expertise in the research and evaluation of human service programs;
- D. Understanding of the TANF program, including its purpose, history, and related issues; and
- E. Ability to develop and implement evaluation strategies and recommendations within a limited time (In providing the example of evaluation projects, the vendor should include a narrative

that clearly demonstrates the functions and duties that the vendor performed in the evaluation of those projects).

In their response, the proposed vendor must clearly describe their experience in each of the above areas, including the number of years and the number of relevant projects. Vendors which do not meet ALL the above experience and qualifications will be disqualified from further consideration for contract award. Additionally, the Technical Proposal Score Sheet (Attachment C.) identifies other mandatory criteria, all of which must be met in Phase I for the proposal to be accepted for full detailed scoring.

3.2 Organizational Experience and Capabilities

Vendors are to provide the following information to be scored by ODJFS:

- A. Samples of at least two, but no more than three, similar sized projects completed in the past five years that demonstrate expertise in research and evaluation of human service programs, and include a narrative that clearly demonstrates the functions and duties that the vendor performed in the evaluation of those project;
- B. Names and contact information for at least one entity for which they have performed similar large scale projects in the past five years; and
- C. Resources, both professional and administrative, to perform the work. The vendor must demonstrate that they have, or will have, adequate staff to perform the work.

3.3 Staff Experience and Capabilities

Vendor proposals are to demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles, resumes or curriculum vitae. The vendor is to, at minimum:

- A. Designate a project manager who has a minimum of three years of experience in project management experience; a bachelor's degree in business administration, public administration, social sciences, sociology, psychology, health administration, public administration, or other related field; a project management certification (preferable but not mandatory) and experience using the Project Management Body of Knowledge (PMBOK);
- B. The designated project manager must have at least three years of experience in research methodology, administrative process analysis, and public sector planning and implementation;
- C. Identify, by position and by name, those staff considered key to the project's success. At minimum, key staff identified must have project management and/or policy consultation experience; and
- D. Staff identified for policy consultation must possess at least two years of policy consultation experience with the TANF program either at the state or federal level. One person may fulfill both roles (policy consultant and project manager). Vendors may use contract staff to meet this requirement.

To demonstrate knowledge and experience in the above areas, documentation may be, but is not limited to: previous assessments, copies of executive summaries, project plans, etc.

Important: It is the affirmative responsibility of the vendor/institution submitting a proposal to remove all personal confidential information (such as home addresses and social security numbers) of vendor/institution 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

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

The selected vendor for this project will be required to review all current state and county PRC policies, procedures, and processes to identify areas of improvement for programs in place during FFY 2015 (October 1, 2014 – September 30, 2015). The selected vendor will analyze, review, and compare all programs funded in whole or in part by TANF at the county level from FFY 2015, including, expenditure data for the TANF Regular Allocation from all 88 county agencies received through the CFIS from FFY 2015 (October 1, 2014 – September 30, 2015). Final expenditure data on the FFY will not be available until January 2016. Additional information may be necessary and is available by individual county agency request. The selected vendor must complete all work by December 1, 2016. A high level walkthrough of final results and recommendations shall be available to ODJFS by May 15, 2016. A draft of the final reports shall be submitted to ODJFS by December 31, 2016. The final reports are due on January 31, 2017. Additionally, vendor proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to, performing this Scope of Work fully. The selected vendor will be responsible for the deliverables as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFP. In developing their proposals, all vendors must fully and appropriately plan and price their proposed projects, including all necessary preparatory and intervening steps.

4.2 Number of Participants

ODJFS supervises 88 County Departments of Job and Family Services. The selected vendor will be expected to work with programs serving all 88 counties.

4.3 Administrative Structure—Proposed Work Plan

Vendors are to include, at minimum, the following administrative structure and technical approach for the proposed work plan. The vendor shall:

- A. State the key objectives of the proposed project. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.];
- B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;

- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- D. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project;
- E. Provide a timeline for each component of the scope of work and the project overall including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours to be devoted to the project by vendor or subcontractor staff. The vendor must provide the percentage of time each key management person will devote to the project; and
- F. Provide a plan and process for collecting data not contained in ODJFS's databases to help achieve the scope of work and meet the final product requirements.

4.4 Specifications of Deliverables

The contracted services shall include, but may not be limited to, the following areas:

- A. Provide a final report providing analysis and measurement on each of the following items (An example of this report is attached as Appendix A, "Reinvesting in Ohio's Communities" 2001")
The report shall contain:
 - 1. Type of services;
 - 2. amount spent on services;
 - 3. number of clients served by benefit type;
 - 4. number of counties that offered like services; and
 - 5. PRC success stories.
- B. Provide a final report that provides recommendations for improvement in delivery of TANF services at the county level.
- C. Provide a final report on county needs assessment processes. The report is to include rating the effectiveness and overall success of the needs assessment and make recommendations for improvement.
- D. Evaluate and analyze the effectiveness of the PRC program, as well as other TANF funded programs, that are funded through the TANF Regular Allocation provided to the county agencies. The evaluation and analysis of the program will look at several key factors and make final recommendations. Those factors are:
 - 1. Effectiveness of service delivery;
 - 2. Effectiveness of the type of the benefits being offered;
 - 3. Evaluation of the number of clients serviced by benefits under the TANF programs including but not limited to PRC;
 - 4. Type of benefits and services provided by counties;

5. Identification of the most effective TANF programs;
6. Identification of the most effective service delivery model;
7. Evaluation of a client's duration of use of PRC funds; once, multiple times, and if used in conjunction with SNAP; and
8. Evaluation of the average amount of TANF funds expended based on category and type of service.

4.5 Selected Vendor Compensation Structure

Vendors are to propose their firm, fixed, all-inclusive cost for each deliverable listed in section 4.4. The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The sum of the proposed cost of all deliverables to be performed under the resulting contract will equal the vendor's total cost for successful completion of the work described in this RFP. Vendors are to use their business expertise in pricing the work described in this RFP, taking into consideration any intervening steps or activities that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFP. No separate travel expenses or any other type of expenses will be paid under the contract to result from this RFP.

The total contract award for the selected proposal will be for the full duration of the project, from the award date through the termination date. The contract award will strictly correspond with the approved cost proposal. Vendors are to propose costs that reflect the actual level of effort that the vendors, using their professional expertise, believe would be required to successfully achieve ODJFS's goals for this project.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

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

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

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

AND

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

The vendor's original technical and cost proposals must contain all the information and documents specified in Section 5.2, Format for Organization of the Proposal. The vendor's total proposal submission (both the technical and cost proposals in all required copies) must be received by ODJFS complete no later than 3:00 p.m. on **Wednesday January 27, 2016**. Faxes or e-mailed submissions will not be accepted. **Proposals must be addressed to:**

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

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

Along with the technical proposal, the vendor must submit the cost proposal in a separate, sealed envelope/package labeled: **"DO NOT OPEN. COST PROPOSAL ENCLOSED FOR COUNTY TANF FUNDING ALLOCATION SERVICES, RFP JFSR1617178108R SUBMITTED BY [VENDOR'S NAME]."**

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

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

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

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

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

5.2 Format for Organization of the Proposal

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

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

A. Proposal Organization

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

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

Attachment A., Section I. - In this section, the vendor is required to provide required information and certifications of eligibility for state contract awards, as described in Attachment A., Section I. to this RFP, entitled "**Required Vendor Information & Certifications Document.**" Vendors may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment A., Section I. in their proposal Tab 1 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 vendor 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 vendor to complete, sign, and return the Location of Business Form with its proposal will result in rejection of the proposal as being non-responsive and disqualified from further consideration.**

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

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

Tab 2 Vendor Experience and Qualifications

Sub-Tab 2a. Mandatory Vendor Qualifications (Section 3.1, A through E)

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

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

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

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

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

Tab 3 Scope of Work (Section 4.1)

This section should describe in detail how the vendor proposes to successfully perform, at minimum, each activity of the scope of work identified in Section 4.1, Scope of Work. The responses must address each activity fully.

Tab 4 Administrative Structure (Section 4.3, A through F)

Sub-Tab 4a. Item A

Sub-Tab 4b. Item B

Sub-Tab 4c. Item C (etc.)

This section should describe in detail (in the order as outlined) the vendor's administrative structure as specified in Section 4.3, Administrative Structure of this RFP.

Tab 5 Specifications of Deliverables (Section 4.4, A through D)

- Sub-Tab 5a.** Deliverable A
- Sub-Tab 5b.** Deliverable B
- Sub-Tab 5c.** Deliverable C (etc.)

This section should describe in detail how the vendor proposes to successfully achieve each of the deliverables specified in Section 4.4, Specifications of Deliverables, of this RFP. The responses must address each element separately. Vendors should place their responses for each deliverable identified in Section 4.4 behind separate sub-tabs as described above.

Tab 6 (Optional - as needed) Vendor Attachments or Appendices.

B. Cost Proposal

Three (3) (one signed original and two copies) copies of the Cost Proposal must be submitted in a separate, sealed envelope, and labeled: **"NOTE: DO NOT OPEN. COST PROPOSAL ENCLOSED FOR COUNTY TANF FUNDING ALLOCATION REVIEW SERVICES, RFP JFSR1617178108R SUBMITTED BY [VENDOR'S NAME HERE]."**

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

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

Vendors are to use the format in Attachment D., Cost Proposal Form, to submit their cost proposal for SFY 16. At the vendor's discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form.

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

C. IMPORTANT –VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:

- Any vendor's technical proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the

proposed project. Information on the assets, value, or historical business volume of the vendor is NOT considered to be such prohibited cost information, and MAY be included in any vendor's technical proposal as information on business capacity and stability. All prohibited cost information must be submitted with the separate, sealed cost proposal. The technical proposal is defined as any part of the vendor's proposal (either as required by ODJFS or sent at vendor's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed cost proposal. Should a vendor determine to include in the technical proposal any documents which contain such cost information, the cost information in those documents must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.

- Any trade secret, proprietary, or confidential information (as defined in Section 8.5 of this RFP) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with a vendor that best demonstrates the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their technical and cost proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Family Assistance and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

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

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

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

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

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

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

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

6.2 Review Process Caveats

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

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

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

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

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

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

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

6.3 Final Vendor Recommendation

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

6.4 Tie Breaker

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

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 1. The name, address, and telephone number of the protestor;

2. The name and number of the RFP being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by the ODJFS Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) business day after the issuance of formal letters sent to all responding vendors regarding the State's intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. The ODJFS Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this or any solicitation if, in the opinion of ODJFS and the proposal review team, none of the proposals are responsive to the objectives and needs of the Department. ODJFS reserves the right to not select any vendor should ODJFS decide not to proceed. Changes in this RFP of a material nature will be provided via the agency website. All vendors are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive bidder, if ODJFS and the recommended vendor are unable to come to a mutually acceptable contractual agreement.

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

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

8.1 State Contracts

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

8.2 Interview

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

8.3 Start Work Date

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

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

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

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

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

8.6 Contractual Requirements

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

- H. The selected contractor shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.

8.7 Travel Reimbursement

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

8.8 Minority Business Enterprise

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

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

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

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

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

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

8.9 Subcontractor Identification and Participation Information

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

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

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

8.10 Public Release of Evaluations and/or Reports

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

8.11 Confidentiality

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

8.12 Key Personnel

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

8.13 Ethical & Conflict of Interest Requirements

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

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

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

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

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

8.18 Unresolved Findings for Recovery (ORC 9.24)

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

8.19 Mandatory Contract Performance Disclosure

Each proposal must disclose whether the vendor's performance, or the performance of any of the proposed subcontractor(s), under contracts for the provision of services that are the same or similar to those to be

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

8.20 Mandatory Disclosures of Governmental Investigations

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

8.21 Mandatory Disclosures of Work Location

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

8.22 Vendor Selection Restriction

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

8.23 Ohio Presence Consideration

Not applicable for this RFP

8.24 Prohibition Against Services Performed Outside the United States

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

technical proposal. **Failure to properly complete Attachment A. will result in the disqualification of the vendor's proposal from consideration.**

8.25 Proposal Submission As Public Record

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

8.26 Combating Trafficking In Persons

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

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

SECTION IX. ATTACHMENTS AND THEIR USES

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

SECTION X. APPENDICES AND THEIR USES

- A. Reinvesting in Ohio's Communities (*For vendor reference purposes*)

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

1. ODJFS RFP/RLB #:	2. Proposal Due Date:
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3. Vendor Name: (legal name of the vendor – person or organization – to whom contract/purchase payments would be made)

3a. Vendor’s Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.]
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4. Vendor Corporate Address:	5. Vendor Remittance Address: (or “same” if same as Item # 5)
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6. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>:	
Vendor Representative NAME and TITLE: Address:	E-Mail Address: Phone #: _____ Fax #: _____

7. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):	
Vendor Representative NAME and TITLE: Address:	E-Mail Address: Phone #: _____ Fax #: _____

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

9. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

10. Equal Employment Opportunity Information on the Vendor and any Subcontractor(s)

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

Nationwide: Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

Nationwide: Ohio Offices:

Total Number of Employees: _____

% of those who are Women: _____

% of those who are Minorities: _____

C. Identify all state contracts which the vendor has had approved by the Controlling Board since the beginning of the last fiscal year (i.e., since July 01, 2013) through this fiscal year to date. Also include contracts approved for ODJFS or institutions of higher education:

Total number of contracts: _____

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

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

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

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

Attach additional pages if needed

11. Vendor and Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

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

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

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

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

Attachment A—Section II.

Location of Business Form

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

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT FOR SERVICES**

C-1617-00-0000

RECITALS:

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

- A. ODJFS issued a Request for Proposals (RFP) titled _____, numbered _____, and dated [DATE], which is hereby incorporated by reference.
- B. The ODJFS proposal review team recommended for award the Application of CONTRACTOR, submitted by CONTRACTOR on [Date] which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFP, the Proposal, or this Contract, the provisions of this Contract will determine the obligations of the parties. In the event that this Contract fails to clarify any inconsistency or ambiguity between the RFP and the Proposal, the RFP will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Contract and the budgetary and statutory constraints of ODJFS.
- D. Key personnel that are identified by the CONTRACTOR as critical to the success of the Contract may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; DELIVERABLES

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

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

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

- D. [UNIVERSITY] The Deliverables produced by CONTRACTOR under this Contract will be copyrighted in the name of CONTRACTOR. CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any Deliverable either in whole or in part, and to produce derivative works. CONTRACTOR will assure that all products contain appropriate copyright attribution and ODJFS will treat Deliverable products as the intellectual property of CONTRACTOR for purposes of ORC 149.43. CONTRACTOR further reserves the right to use the Deliverables produced under this Contract for research and academic purposes, including the right to publish the work in scholarly journals or other academic publications.

ARTICLE II. EFFECTIVE DATE OF THE CONTRACT

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

ARTICLE III. COMPENSATION

- A. The total amount payable under this Contract is TOTAL AMT Dollars (\$TOTAL). ODJFS will pay an amount up to SFY1 AMT Dollars (\$SFY 1) for State Fiscal Year (SFY) 2016, and up to SFY2 AMT Dollars (\$SFY2) for SFY 2017, expressly for the completion of the Deliverables. CONTRACTOR understands that the terms of this Contract do not provide for compensation in excess of the total amount listed in this section. CONTRACTOR hereby waives the interest provisions of ORC 126.30.
- B. It is further agreed that reimbursement of travel expenditures shall not exceed [SFY1 Travel Dollar Amount] Dollars (\$SFY1 Travel) for SFY [SFY1] and [SFY2 Travel Dollar Amount] Dollars (\$SFY2) for SFY [SFY2],

which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in OAC 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. CONTRACTOR expressly agrees not to submit claims for expenses which do not meet the requirements of this Section and further agrees to submit all claims to the ODJFS Contract Manager for approval prior to submitting a claim for reimbursement.

- C. With the exception of travel expenses, line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Contract Manager as long as the total amounts per SFY and the total overall Contract amount remains unchanged. Any changes to the travel costs will require a written amendment to this Contract.
- D. Compensation will be paid pursuant to CONTRACTOR's accepted budget [or cost proposal] as incorporated below [or as attached].
- E. CONTRACTOR will submit detailed invoices on a one-time, monthly, quarterly, annual basis to the ODJFS, Contract Manager, Office, Office Address OR Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. CONTRACTOR agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. CONTRACTOR's name, complete address, and federal tax identification number;
 2. Contract number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Contract; deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Contract;
 5. Description of Deliverables performed during the billing period; and
 6. Other documentation requested by the ODJFS Contract Manager.
- F. CONTRACTOR expressly understands that ODJFS will not compensate CONTRACTOR for any work performed prior to CONTRACTOR's receipt of notice from the ODJFS Contract Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Contract.
- G. CONTRACTOR expressly understands that ODJFS does not have the ability to compensate CONTRACTOR for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. CONTRACTOR must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Contract. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- H. CONTRACTOR understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Contract, this Contract will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- I. CONTRACTOR and ODJFS understand that the terms of this Contract, when combined with any other payments made to or open encumbrances with CONTRACTOR during the same SFY, cannot establish compensation in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) aggregate without prior approval from the State Controlling Board in accordance with ORC 127.16.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

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

- D. Unless otherwise provided for in this ARTICLE, CONTRACTOR will have 30 calendar days within which to cure any breach that is curable after receipt of written notice from ODJFS that CONTRACTOR is in breach of any of its obligations under this Contract. If CONTRACTOR fails to cure the breach within the 30 calendar days after written notice or if the breach is not curable, ODJFS may immediately suspend or terminate this Contract. ODJFS may also suspend or terminate this Contract when breaches are persistent, regardless of whether they are cured within 30 calendar days. For purposes of this Section, "persistent" means that ODJFS has notified CONTRACTOR 2 times in writing of CONTRACTOR's failure to meet any of its contractual obligations. The 2 notices do not have to relate to the same obligation or type of failure. After the second notice, ODJFS may suspend or terminate this Contract without a cure period if CONTRACTOR again fails to meet any contractual obligation. At the sole discretion of ODJFS, certain instances of breach may require a shorter cure period than the 30 calendar days generally applicable in this Section. In such instances, ODJFS will include in its notice of breach the shorter cure period deemed appropriate. If ODJFS does not give timely notice of a breach to CONTRACTOR, ODJFS has not waived any of its rights or remedies concerning the breach.
- E. CONTRACTOR, upon receiving notice of suspension or termination, will:
1. Cease performance of the suspended or terminated Deliverables;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Deliverables and refusing any additional orders;
 3. Prepare and furnish a report to ODJFS, as of the date the notice of termination or suspension was received, that describes the status and percentage of completion of all Deliverables, including the results accomplished and the conclusions reached through Deliverables;
 4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and deliver any and all materials or work produced under or pertaining to this Contract whether completed or not; and
 5. Perform any other tasks ODJFS requires.
- F. In the event of suspension or termination under this ARTICLE, ODJFS will, upon receipt of a proper invoice from CONTRACTOR, determine the amount of any unpaid Contract funds due to CONTRACTOR for Deliverables performed before CONTRACTOR received notice of termination or suspension. In order to determine the amount due to CONTRACTOR, ODJFS will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS will not be liable for any further claims submitted by CONTRACTOR.
- G. If ODJFS terminates this Contract for any reason provided in this ARTICLE, except for termination at will pursuant to Section B or termination for loss of funding pursuant to Section C, ODJFS will be entitled to

utilize another contractor to complete the Deliverables of this Contract on any commercially reasonable terms as ODJFS and the covering contractor may agree. In this event, CONTRACTOR will be liable to ODJFS for all costs related to covering the project to the extent that such costs, when combined with payments already made to CONTRACTOR prior to termination, exceed the costs that ODJFS would have incurred under this Contract. CONTRACTOR's liability under this Section is in addition to any other remedies available to ODJFS pursuant to this Contract.

- H. Upon CONTRACTOR's breach or default of provisions, obligations, or duties embodied in this Contract or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODJFS reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODJFS of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or CONTRACTOR fails to perform any obligation under this Contract and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODJFS will not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE V. NOTICES

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. CONTRACTOR agrees that any media produced pursuant to this Contract or acquired with Contract funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. CONTRACTOR further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Contract. CONTRACTOR understands that all materials and items produced under this Contract will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- A. [UNIVERSITY] ODJFS agrees that any media (including documents, reports, data, photographs, negatives, electronic reports and records) produced pursuant to this Contract or acquired with Contract funds will become the property of CONTRACTOR; however, CONTRACTOR hereby grants to ODJFS a perpetual, royalty free, non-exclusive, and irrevocable license to use, reproduce, publish, modify, and distribute any such media.
- B. All ODJFS information that is classified as public or private under Ohio law will be treated as such by CONTRACTOR. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. CONTRACTOR will restrict the use of any information, systems, or records

ODJFS provides to the specific Deliverables of this Contract. CONTRACTOR and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. CONTRACTOR agrees that the terms of this section will be included in any subcontract executed by CONTRACTOR for work under this Contract.

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

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and CONTRACTOR with respect to all matters herein. Only a writing signed by both parties may amend this Contract. However, ODJFS and CONTRACTOR agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Contract without the necessity for executing written amendments. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Contract Manager without a written amendment pursuant to ARTICLE III.** Any written amendment to this Contract will be prospective in nature.

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

ARTICLE VIII. CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

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

not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against CONTRACTOR.

1. **Americans with Disabilities.** CONTRACTOR, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
 - a. CONTRACTOR certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. CONTRACTOR agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. If applicable, CONTRACTOR agrees to comply with the provisions of Equal Employment Opportunity Clause (41 CFR Part 60), the Davis-Bacon Act (40 USC 3141-3148), the Copeland Act (40 USC 3145), and the Contract Work Hours and Safety Standards Act (40 USC Chapter 37), regarding labor standards for federally assisted construction contracts.
 - e. CONTRACTOR will incorporate the foregoing requirements of this Paragraph 2 in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
 - a. CONTRACTOR certifies that by executing this Contract, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. CONTRACTOR further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. CONTRACTOR certifies, by executing this Contract, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office, within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. CONTRACTOR agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. CONTRACTOR further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. CONTRACTOR agrees that CONTRACTOR, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of CONTRACTOR's functions and responsibilities under this Contract. If CONTRACTOR, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, CONTRACTOR agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. CONTRACTOR further agrees that the person with the conflicting interest will not participate in any Deliverables until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**
 - a. CONTRACTOR affirms that no federal funds paid to CONTRACTOR by ODJFS through this Contract or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. CONTRACTOR further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), CONTRACTOR affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations, and is in compliance with 45 CFR 2543.87 the Byrd anti-lobbying amendment.
 - b. CONTRACTOR certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** CONTRACTOR agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that CONTRACTOR and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Deliverables call for services to minors, CONTRACTOR agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** CONTRACTOR, its officers, employees, members, any subcontractors and/or any independent contractors (including all field staff) associated with this Contract agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. CONTRACTOR will make a good faith effort to ensure that none of CONTRACTOR's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** CONTRACTOR agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, CONTRACTOR agrees to purchase goods and services under this Contract from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. CONTRACTOR agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, CONTRACTOR agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
9. **[Use when program area is requiring] MBE Requirement.**
 - a. CONTRACTOR is required to seek and set aside at least ____% of the cost of work for qualified Minority Business Enterprises (MBE). In seeking MBE subcontractors, the CONTRACTOR must utilize a competitive process to which only Ohio certified MBEs may respond and require the MBE to maintain their certification through the term of the agreement, including any renewals.
 - b. CONTRACTOR shall indicate on all invoices submitted to ODJFS the dollar amount attributed to the goods or services provided by the MBE subcontractors along with documentation of the MBE subcontractor's activities. CONTRACTOR shall report its monetary payments to the MBE subcontractor under this Contract monthly to the ODJFS Contract Manager.

- c. CONTRACTOR may apply for a modification or waiver of the 15% MBE subcontractor set-aside requirement, however, such modification or waiver request may be submitted no earlier than 6 months from the contract award and no later than 2 months of the completion of the contract, whichever is sooner. CONTRACTOR may apply in writing, on a form prescribed by ODJFS, for a waiver or modification of the MBE set-aside requirement from the ODJFS Contract Manager. CONTRACTOR shall submit evidence acceptable to ODJFS demonstrating that the CONTRACTOR made a good faith effort to seek MBE subcontractors, in order to justify the granting of a waiver or modification. Within 30 days of receipt of the request, ODJFS will determine whether CONTRACTOR's good faith efforts and submitted documentation justify the granting of a waiver or modification. If a waiver or modification is denied, CONTRACTOR will have an opportunity to attain the requirement before the completion of the work. If CONTRACTOR fails to attain the requirement, CONTRACTOR may be found in non-compliance with the terms of the contract.

10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

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

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

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

11. **[PRIVATE ENTITY] Combating Trafficking in Persons.**

- a. CONTRACTOR agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combating Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons."

The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Contract by reference.

- b. CONTRACTOR, its employees, its subcontractors, or subcontractor's employees are prohibited from the following activities:
 - (1) Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - (2) Procuring commercial sex acts during the period of performance of the Contract; or
 - (3) Using forced labor in the performance of the Contract.
 - c. CONTRACTOR agrees that it shall notify its employees, and require all of its subcontractors to notify their employees, of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
11. **[UNIVERSITY] Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), this Contract may be terminated without penalty if CONTRACTOR or any subcontractor paid with Contract funds:
- a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Contract or any subcontracts or subagreements are in effect; or
 - b. Uses forced labor in the performance of activities under this Contract or under any subcontracts or subagreements.
 - c. CONTRACTOR agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
 - d. ODJFS has the right to immediately and unilaterally terminate this Contract if any provision in this Section is violated and ODJFS may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.
12. **Civil Rights Assurance.** The CONTRACTOR hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
13. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR 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 Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS.
14. **Energy Policy and Conservation Act.** CONTRACTOR 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 Regional Office of the USEPA and ODJFS.
15. **Solid Waste Disposal.** CONTRACTOR 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 USEPA 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 during 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 USEPA guidelines.

16. **Rights to Inventions.** If applicable, if any products or services under this Contract meet the definition of “funding agreement” under 37 CFR 401.2(a), and CONTRACTOR enters into a subcontract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable federal and state regulations.
17. **Certification of Compliance.** CONTRACTOR certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. BUSINESS CONTINUITY PLAN

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** CONTRACTOR agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and CONTRACTOR. CONTRACTOR further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Contract. CONTRACTOR agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law. CONTRACTOR acknowledges and agrees any individual providing personal services under this Contract is not a public employee for the purposes of Chapter 145 of the Revised Code. Pursuant to ORC 145.038, ODJFS is required to provide individuals and business entities with fewer than 5 employees the Independent Contractor Acknowledgment (Form PEDACKN), please see Attachment A. This form requires CONTRACTOR to acknowledge that ODJFS has notified CONTRACTOR that he or she has not been classified as a public employee and no OPERS contributions will be made on his or her behalf for these services. If CONTRACTOR is a business entity with fewer than 5 employees, please have each employee complete the PEDACKN form, the first two pages of Attachment A. If CONTRACTOR is not an individual or a business entity with fewer than 5 employees, please complete page 3 of Attachment A.
- B. **Limitation of Liability.** To the extent allowable by law, CONTRACTOR agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, infringement resulting, and/or any other claims

arising from the performance of the Deliverables. CONTRACTOR's sole and exclusive remedy for any ODJFS failure to perform under this Contract will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages. To the extent that ODJFS is a party to any litigation arising out of or relating in any way to this Contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

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

avoid the delay. Items that are controllable by CONTRACTOR's subcontractor(s) will be considered controllable by CONTRACTOR, except for third-party manufacturers supplying commercial items and over whom CONTRACTOR has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

- F. **Counterpart.** This Contract may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

ATTACHMENT C
RFP JFSR1617178108R
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	Y E S	N O
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, B.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor demonstrated that they are an organization or an individual, that is a for profit or not for profit entity that has completed at least five different government entity (i.e. state or county) assessments of a TANF program, or other federal programs in Ohio or another state?	3.1, A.		
6	Has the vendor demonstrated experience in the evaluation of projects administered by either government or not-for-profit entities that include data collection and analysis?	3.1, B.		
7	Has the vendor demonstrated expertise in research and evaluation of human service programs?	3.1, C.		
8	Has the vendor demonstrated an understanding of the TANF program, including its purpose, history and related issues that include number of years and number of relevant projects?	3.1, D.		
9	Has the vendor demonstrated the ability to develop and implement evaluation strategies and recommendations within limited time frames and included a narrative that clearly demonstrates the functions and duties performed?	3.1, E.		
10	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, C. 8.5		

Has the vendor / grant applicant / proposed any changes to the ODJFS model contract/ grant agreement attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on a vendor’s / applicant’s proposal score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a contract / grant agreement / may result in the disqualification of the vendor / applicant and its proposal. See Section 6.2, Review Process Caveats, and Section 8.6, Contractual Requirements of the RFP / RLB/ RFGA for more details on this situation.	Yes; changes proposed?	No changes proposed?
	Disqualified	NOT Disqualified

PHASE II: Criteria for Scoring of Technical Proposal

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

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

Technical Performance Scoring Definitions:

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

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

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

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

A technical proposal’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **180** points (a score which represents that the selected vendor has the capability to successfully perform the project/program services) out of a maximum of **237.5** points, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III (opening and evaluation of cost proposal) of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	The vendor has provided samples of at least two, but no more than three, similar sized projects in the past five years?	3.2, A.	1				
2	The vendor has included names and contact information for at least one entity for which they have performed similar large scale projects in the past five years?	3.2, B.	1				
3	The vendor has demonstrated the resources, both professional and administrative, to perform the work?	3.2, C.	2				
STAFF EXPERIENCE & CAPABILITIES							
In this section, the vendor must have identified the individual(s) who will fulfill each of these roles and must have clearly demonstrated that each identified individual has the required education and experience to fulfill his/her assigned position and, if applicable, explained the methodology that has been or will be utilized in carrying out responsibilities under the contract.							
4	The vendor has designated a project manager with a minimum of three years of experience in project management, a bachelor’s degree in business administration, social sciences, sociology, psychology, health administration, public administration or other related field and a project management certification and experience using the Project Management Body of Knowledge (PMBOK).	3.3, A.	1				
5	The project manager has at least three years of experience in research methodology, administrative process analysis and public sector planning and implementation.	3.3, B.	2				
6	The vendor has identified, by position and name, those staff considered key to the project’s success, at minimum key staff must have project management and/or policy consultation experience.	3.3, C.	1				
7	The staff identified for policy consultation must possess at least two years of policy experience with the TANF program either at state or federal level.	3.3, D.	2				
SCOPE OF WORK							
8	The vendor has described how they propose to successfully review all current state and county Prevention, Retention, and Contingency (PRC) policies, procedures, and processes from all 88 counties to identify areas of improvement from programs in place during FFY 2015 in compliance with all reporting dates.	4.1	3				
ADMIN. STRUCTURE—PROPOSED WORK PLAN							
9	The vendor has stated the key objectives of the proposed project.	4.3, A.	2				
10	The vendor has provided a technical approach and work plan to be implemented and a proposed timeline for the project.	4.3, B.	2				
11	The vendor has provided a status reporting procedure for work completed and resolution of unanticipated problems.	4.3, C.	1				
12	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specified the key management and administrative personnel who will be assigned to this project.	4.3, D.	1				
13	The vendor has provided a timeline for each component of the specified deliverables and the project overall including the staff hours for	4.3, E.	1				

	personnel involved.						
14	The vendor has provided a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by vendor or sub-contractor staff. The vendor must provide the percentage of time each key management person will devote to the project.	4.3, E	1				
15	The vendor has provided a plan and process for collecting data not contained in the State's database to achieve the Scope of Work and meet final product requirements.	4.3, F	2				
SPECIFICATIONS OF DELIVERABLES N/A							
PROPOSAL ORGANIZATION							
16	The vendor has submitted a proposal which complies with the specified submission format.	5.1	.25				
17	The vendor has submitted a proposal which is free of self-promotional claims.	5.1	.25				
18	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	5.1	.25				
TRADE SECRET INFORMATION							
19	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, C. 8.5			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the vendor's proposal proceed to the Phase III evaluation of its Cost Proposal? (Vendor's Grand Total Technical Score must be at least 180 points.)

Yes _____

No _____

(If "No," Vendor's Cost Proposal will not be opened.)



Reinvesting in Ohio's Communities

*A Summary of Prevention, Retention & Contingency
(PRC) Programs
Executive Summary III*



April 2001

The reform of the welfare system in the State of Ohio is a story of reinvesting in the community. Ohio's 88 counties have been given greater flexibility than ever before in designing and implementing a service delivery system that addresses the emergent needs of the people they serve. The Prevention, Retention & Contingency (PRC) program is a definitive component of this new policy because it focuses specifically on providing people with the help they need to stay off public assistance and assume personal responsibility. This policy reform demands greater community involvement through the collaboration at the local level of many public and private community-based organizations, including schools, local employers, and law enforcement for the purpose of integrating and simplifying service delivery. These alliances are particularly evident in the county PRC projects that have been funded as part of Ohio's TANF program. This is the third report in a series that summarizes the PRC program. This report outlines total PRC funding within ten broad service categories; the numbers of participants within each category; and examples of typical outcomes by category. General programmatic outcomes and county priorities within the ten service categories are identified. Hundreds of thousands of Ohioans have benefited from PRC. This report shares just a few of the numerous examples of success stories, illustrating the outcomes achieved through PRC each and every day.

Jo Ann Davidson
Director, Ohio Department of Job & Family Services
April 2001

PRC Committee Members

Joel Potts, Chair, PRC Committee and Executive Assistant to the Director, ODJFS
Loretta Adams, Executive Director, Ohio Job and Family Services Directors' Association
Jeanne Carroll, Chief, Bureau of Family Stability, ODJFS
Randy Cochrane, Director, Muskingum County Department of Job and Family Services
Chet Kalis, Account Manager, Region V, ODJFS
Terry L. Pellman, Director, Shelby County Department of Job and Family Services
Joel Rabb, Policy Advisor, Office of Workforce Development, ODJFS
Robin Rice, Office of Workforce Development, ODJFS
Stanley D. Sells, Assistant Deputy Director, Office of Workforce Development, ODJFS
Lou Ann Shy, Chief, County Finance, ODJFS

PRC: *The Reinvention of Welfare*

Ohio's Prevention, Retention and Contingency (PRC) program constitutes the reinvention of welfare through the reinvestment of welfare dollars at the local level. The PRC program also encompasses projects funded through PRC Development Reserve (PRCDR) funds that enabled the expansion of PRC services within communities. Under the old approach to welfare, counties were limited in the extent to which they could provide the most needed support to their clients. The old system was reactive, responding to needs after the situation had become drastic. The new system is proactive, looking forward to *prevent* and strategically *intervene* when the investment of resources can forestall long-term dependency. The PRC program continues to provide for *contingent* needs, helping families with one-time urgent problems that could, if left unattended, result in families needing long-term public assistance. But more significantly, the PRC program is designed to prevent dependency through a strategic outcomes-focused model.

PRC expenditures must address one of the four purposes of the federal Temporary Assistance for Needy Families (TANF) block grant program.

The Four Purposes of TANF

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

Ten PRC program areas

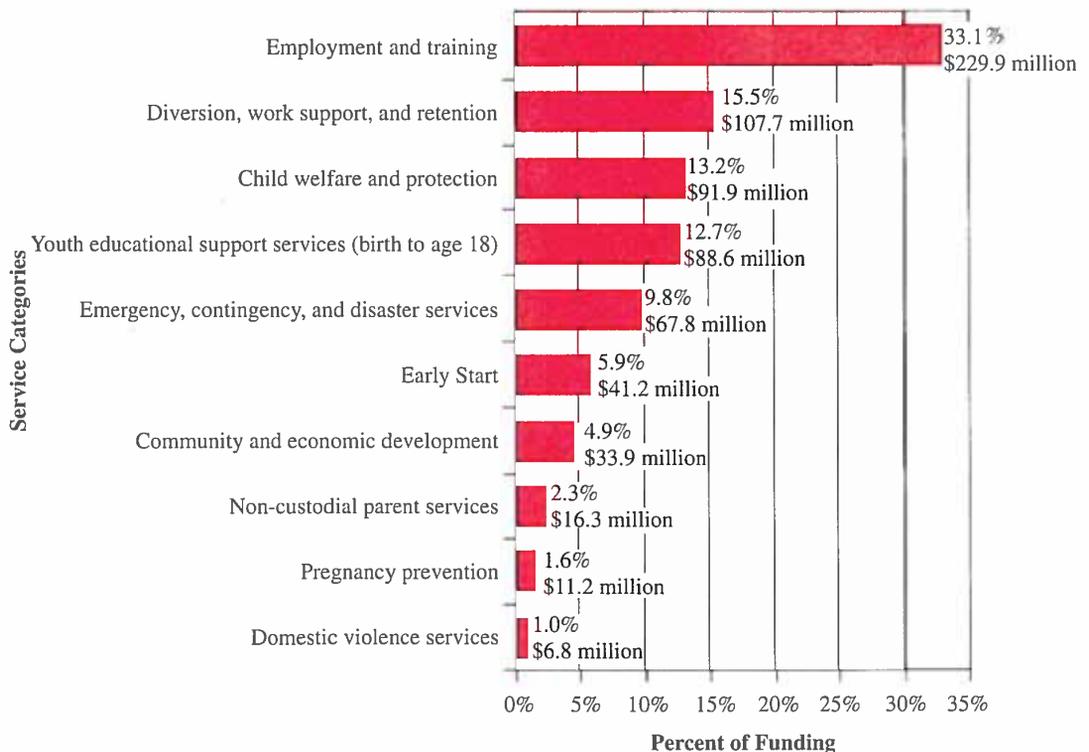
PRC programs have been categorized into ten general areas. Each area addresses one or more of the four purposes of TANF.

- Employment and training
- Diversion, work support, and retention
- Child welfare and protection
- Non-custodial parent services
- Pregnancy prevention
- Domestic violence services
- Emergency, contingency, and disaster services
- Youth educational support services
- Community and economic development
- Early Start

PRC: *Past, Present, and Future*

In this report we reflect on the successes and accomplishments of the PRC program and look forward to how counties plan to focus their PRC efforts in State Fiscal Year (SFY) 2002. To date, a total of \$695.2 million in PRC funds have been allocated to counties through their consolidated TANF allocation, their performance incentives, and their PRCDR funds. These PRC funds are in addition to other county program allocations such as child welfare, child care, adult protection, food stamps, Medicaid, etc. Again, PRC expenditures are categorized into ten broad program and policy areas. For each category, the total amount of funds allocated to that area for the State Fiscal Biennium 2000-2001 are indicated (see figure 1). In addition, the number of counties that have implemented projects in each category, the number of funded PRCDR projects, and an estimate of the number of PRC participants is included¹. A summary of County Department of Job and Family Services (CDJFS) directors' reflections on what have been some of the greatest accomplishments as a result of PRC are shown in figures 4 and 5.

Figure 1. Total PRC and PRCDR funding allocation for the State Fiscal Biennium 2000-2001



¹ CDJFS estimates of the number of PRC participants served from July 1, 1999 through September 30, 2000 and the projected number of PRC participants served from October 1, 2000 through June 30, 2001.

*E*mployment and training

These programs and services are designed to help clients find a job and prepare for employment through such activities as the assessment of training needs, the development of basic work habits, instruction in industry-specific skills, the provision of on-the-job training opportunities, and coverage of educational expenses.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$141.5 million</i>	<i>83 counties</i>	
<i>PRCDR</i>	<i>\$ 88.4 million</i>	<i>70 counties</i>	<i>222 projects</i>
<i>Total</i>	<i>\$229.9 million</i>		

33.1% of PRC and PRCDR funding

Participants: 220,622 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

Care Links is a mentoring program for day care providers. Care Links helps day care professionals become better providers and business people. The following letter is from a Care Links participant.

I had a basic idea of what I wanted to do. I wanted to give the children not only the arts and crafts we always did, I also wanted to do some preschool education type activities...It was there that I got lost. I didn't know where to go for help in starting a curriculum plan...That's where you and your wonderful staff came into my life with great programs like job mentoring, training, and so many more that I can't list them all. The Care Links mentoring program is so great. You came into my home and trained me to help my children in my daycare to grow and learn in more ways than I could imagine. Science, Math, Emotions, Stress, Taxes, and taking care of me, those are just some of the wonderful things you have taught me how to share with my children.

The emphasis on preparing people for employment reflects an expanded role for the county agencies since the merger of the Ohio Department of Human Services and the Ohio Bureau of Employment Services on July 1, 2000. This merger created a new State agency called the Ohio Department of Job and Family Services (ODJFS). County agencies have transformed from offices that administer public assistance benefits into organizations that provide access to a full continuum of employment, workforce development, and family services.

*D*iversion, work support, and retention

Clients are offered a variety of supportive services and benefits to divert them from becoming unemployed or on public assistance and to help them make the transition to the labor market after being unemployed. These programs include behavioral and job mentoring, legal and mediation services, mental health, alcohol and drug addiction services, transportation, wage subsidies, health access programs, and short-term diversion payments.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 63.3 million</i>	<i>86 counties</i>	
<i>PRCDR</i>	<i>\$ <u>44.4 million</u></i>	<i>67 counties</i>	<i>238 projects</i>
<i>Total</i>	<i>\$107.7 million</i>		

15.5% of PRC and PRCDR funding

Participants: 228,457 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story From a CDJFS case worker

The agency's very first customer for a used car purchase two years ago has maintained two jobs for two years now. Prior to purchasing a car, this customer had been on and off public assistance. Her main obstacle was transportation.

The transportation services available through a local organization were too expensive. Each time a stop was made for her to drop-off or pick-up a child from daycare, an additional fee was charged. Not only did these stops eat away her meager earnings, but they also made it difficult for her to squeeze in enough work hours so her paycheck would cover expenses.

Purchasing an inexpensive used car has proven to be cost effective for the agency and empowering for the customer.

Child welfare and protection

These programs provide services to vulnerable children and their families. Programs include the prevention of child abuse and neglect and the promotion of family reunification.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 48.0 million</i>	<i>67 counties</i>	
<i>PRCDR</i>	<i>\$ 43.9 million</i>	<i>62 counties</i>	<i>171 projects</i>
<i>Total</i>	<i>\$ 91.9 million</i>		

13.2% of PRC and PRCDR funding

Participants: 134,846 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

SteppingStones offers supervised visitation services. The following letter is from a SteppingStones caseworker:

A father has been with SteppingStones since June doing supervised visitation twice a week with his two children. Throughout the duration of the visits, the mother kept in contact with us about the outcome of each visit. She began to feel quite confident with the father and the positive changes he was making in his life. At the end of September, she requested that we end the supervised visits and change to supervised exchanges with the father taking the children for the weekend(s). The children were very happy, as was the father.

PRC Success Story

An intensive case management program was developed to avoid the placement of children outside the home into foster care. This program has been used with 19 families. In approximately 90% of the cases, placements outside of the home have been avoided.

*N*on-custodial parent services

Providing services to non-custodial parents to help them meet their obligations is integral to moving people out of poverty. To accomplish this, counties are providing both programs for the employment and training of non-custodial parents and also supportive services to help them retain their jobs.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 7.7 million</i>	<i>42 counties</i>	
<i>PRCDR</i>	<i>\$ <u>8.6 million</u></i>	<i>27 counties</i>	<i>34 projects</i>
<i>Total</i>	<i>\$ 16.3 million</i>		

2.3% of PRC and PRCDR funding

Participants: 13,408 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

TEACH is a PRC program that focuses on building caseworker and client relationships that serve as a vehicle for change. The following story is about a TEACH participant.

One of our non-custodial fathers was adamant about not paying child support because he did not have a good relationship with the mother. He refused to work (legally) because he knows that his wages would be garnished. After attending TEACH classes for a few weeks he has changed his life. Today, he has married his current girlfriend with whom he has several children. He has gotten a job and is paying child support under three separate cases for several children. He has told his TEACH employment retention specialist that he is grateful to TEACH for opening his eyes to the situation. He indicated that through his years of non-support he never thought of the damage he was doing to his children, only his anger with their mothers. He now recognizes the impact of his former choices and says he pays his child support proudly.

*P*regnancy prevention

The prevention of out-of-wedlock births is a core TANF purpose. The well-documented link between out-of-wedlock births and welfare dependency demonstrates that an individual must receive support in family planning to pursue an education and a career. Clients are offered educational and outreach services to support these goals. Many of these activities focus specifically on teen behavior, including counseling services on the development of interpersonal skills and self-esteem for the purpose of encouraging abstinence and resistance to peer pressure.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 4.0 million</i>	<i>30 counties</i>	
<i>PRCDR</i>	<i>\$ 7.2 million</i>	<i>31 counties</i>	<i>48 projects</i>
<i>Total</i>	<i>\$ 11.2 million</i>		

1.6% of PRC and PRCDR funding

Participants: 334,277 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

Quotes from teens attending a pregnancy prevention program

"[The program] explained everything in a way that really made me think about my actions."

"It makes you aware of how serious sex can be and the outcome of it."

"[I learned] that I can talk to my parents about issues like these without feeling really odd or nervous."

PRC Success Story

Excerpt from a family planning center

The patient could not afford an annual pap smear, tests for sexually transmitted diseases, or birth control. Through a combination of PRC funding, private donations, and other government funds, the agency was able to expand services and provide more intensive patient follow-up. The result was that this patient (and many more) have been able to obtain GYN care and effectively use birth control.

*D*omestic violence services

For the purposes of promoting employability and stable families, clients are offered programs and services aimed at reducing the incidence of domestic violence through assessment, treatment, and counseling of both the victims of abuse and their batterers.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 1.2 million</i>	<i>42 counties</i>	
<i>PRCDR</i>	<i>\$ 5.6 million</i>	<i>31 counties</i>	<i>52 projects</i>
<i>Total</i>	<i>\$ 6.8 million</i>		

1.0% of PRC and PRCDR funding

Participants: 189,014 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

From a participant in a domestic violence program

Living in a home with violence of any type is as if someone drained the life out of me. I never knew what to expect and the controlling my every move drove me crazy. In fact I thought I was crazy. It took me a full year to get away from him and take back my life. It was a long hard process and even now there are struggles with overcoming the pain. The emotional stress has been overwhelming.

I knew I had to get out because I didn't want my children to become the batterer or the one being battered, as well as for my own safety. I am taking my life day-by-day and am able to make my own decisions. Finally I can lead my life the way I want to.

I am able to deal with my fears and my triumphs from the abuse. The Program has helped me in many ways just by being there and listening.

PRC Success Story

Comments from a batterer

I have learned how to acknowledge my feelings, how to take a time out and get away from any sort of problems I may have. I've learned to have more accountability for my own actions and not blame anyone else for my behaviors or my actions. I have also learned how to be a better person and a more respectful person toward my wife and kids. I have also learned what consequences I will receive for my bad actions.

*E*mergency, contingency, and disaster services

One of the central mandates of the PRC program is to meet contingent needs that threaten the safety, health, or well being of clients and that, if not addressed, pose a risk to employability and the stability of families. These programs provide non-recurrent temporary services such as food, clothing, and shelter.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 52.5 million</i>	<i>85 counties</i>	
<i>PRCDR</i>	<i>\$ 15.3 million</i>	<i>36 counties</i>	<i>54 projects</i>
<i>Total</i>	<i>\$ 67.8 million</i>		

9.8 % of PRC and PRCDR funding

Participants: 170,448 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story ***Excerpts from a letter to CDJFS caseworker***

I was in your office about mid April. A very good friend of mine understood some financial difficulties I was having and recommended that I meet with you.

I work as an electrician's apprentice. My hours are about the worst when it comes to trying to schedule meetings with other people, but you told me you would stay over to see me. At about a quarter to six in the evening I finally made it to your office and you had all of the paperwork necessary ready to be filled out. One of the things you were going to help me with was new tires for my car. That was excellent because on the way to our meeting I had a blowout.

You also helped me with replacing my transmission and auto insurance. Not to mention the assistance with the tools and the classes it requires to be an electrician. Even though it will take about another three years to be a licensed electrician, I know that I will be one of the best. I believe that I have you and the State of Ohio to thank. Without the nudge you have given me I would probably be stuck in a factory not making anything of myself. The assistance you have given me will help insure a bright future for me and my son and family...It is encouraging to know that there are people like you out there to help someone in need. Thanks again...I will never forget what you have done for me.

Youth educational support services (birth to age 18)

In collaboration with the local public school districts, counties are targeting the social, behavioral, and emotional disruptions caused by family economic instability that frequently spill over into the educational environment. Teams of prevention and intervention specialists, including social workers, mental health professionals, and law enforcement officers, will provide assessment, advocacy, counseling, and referral services to eligible troubled youth. Moreover, through after-school activities and educational supportive services, resources will be provided to all eligible children.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 27.3 million</i>	<i>60 counties</i>	
<i>PRCDR</i>	<i>\$ 61.3 million</i>	<i>76 counties</i>	<i>262 projects</i>
<i>Total</i>	<i>\$ 88.6 million</i>		

12.7% of PRC and PRCDR funding

Participants: 569,530 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story
Letter from a school principal

Daily, I wonder, what did we do with these children before we were able to incorporate a social worker into our school? Did we inadvertently ignore their needs and hope the families would find the services they need? Did we make attempts at working through behavioral concerns and hope that what we were doing was enough?

The truth of the matter is, I no longer have to wonder. A PRC funded social worker has joined our staff and is filling in gaps that we didn't even know existed. We, as a staff, are now able to link families and agencies, we are able to follow through with behavior modification strategies by involving the parents more, and we are meeting the needs of students who are in need.

It isn't possible to say enough about the presence of a social worker on our staff. I now realize that this position is indispensable. She adds such an intense degree of caring that there are many, many students whose education is now much easier to facilitate. It is not possible to list all that has been achieved. She brings parents in who did not have transportation; she picks up children from their homes when they are chronically truant. She is not just a resource. She is also an involved, integral part of our staff who makes it possible for us to give many children a chance to succeed.

Community and economic development

In order to build the infrastructure necessary for residents to maintain productive lives, counties are providing a range of programs and services that include neighborhood supportive services, community leadership building, economic development, public awareness campaigns, and telephone information hotlines.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 15.0 million</i>	<i>54 counties</i>	
<i>PRCDR</i>	<i>\$ 18.9 million</i>	<i>45 counties</i>	<i>84 projects</i>
<i>Total</i>	<i>\$ 33.9 million</i>		

4.9% of PRC and PRCDR funding

Participants: 384,845 *(estimated plus projected participants for SFY 2000 and 2001)*

PRC Success Story

In one county, a local economic development and tourism program was established with the goal of creating employment opportunities for the economically disadvantaged. This program employs two economic developers and a tourism director. The economic developers are on target to have created 500 new jobs in the county by July 1, 2001. Three major companies have located in the county due to this concerted effort and over 20 existing businesses have expanded their own workforce.

PRC Success Story

A faith-based neighborhood association created a network of people interested in community development. This neighborhood group raised funds and manpower to clear vacant lots and build a safe place for the neighborhood children to play. By assisting the neighborhood in developing a point of neighborhood pride, we were able to strengthen the bonds between neighbors. Such bonds will make neighbors more likely to go to each other for assistance.

*E*arly Start

This program is a collaborative effort between the Ohio Department of Job and Family Services and the Ohio Department of Health to provide supplemental funding to the well-established Early Start program. These funds are used to expand an integrated system of services and support to help families create an environment conducive to the growth and development of young children from birth to age 3. Activities include screenings, referrals, and home visits.

Funding: SFY 2000 and 2001

<i>PRC</i>	<i>\$ 35.7 million</i>	<i>88 counties</i>	
<i>PRCDR</i>	<i>\$ <u>5.5 million</u></i>	<i>29 counties</i>	<i>42 projects</i>
<i>Total</i>	<i>\$ 41.2 million</i>		

5.9% of PRC and PRCDR funding

Participants: 60,932 *(estimated plus projected participants for SFY 2000 and 2001)*

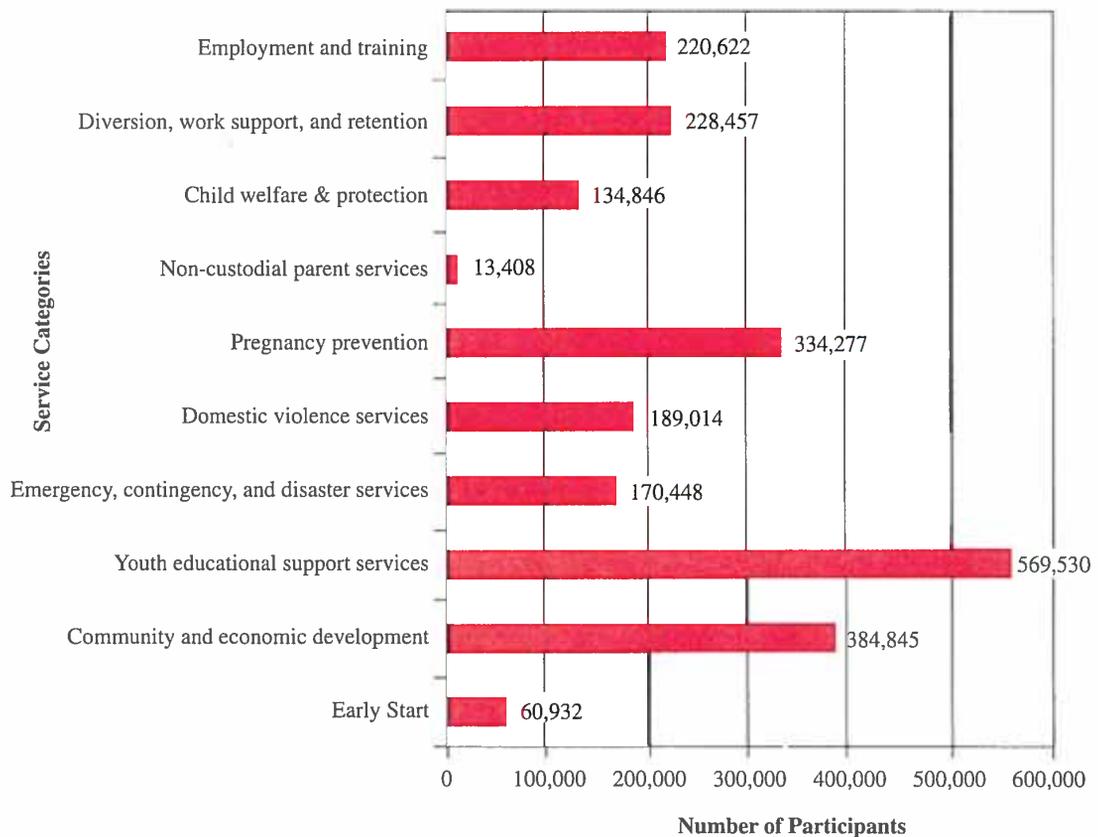
PRC Success Story

A parent educator made an initial home visit with a teen mom whose baby was eight-and-one-half months old. During the home visit, the parent educator noticed the baby was not crawling. The parent educator asked if the baby could lift herself up and the teen mom said no. The teen mom was nervous about putting the baby on the floor and, therefore, the baby was always held or in a child seat. The parent educator suggested putting a blanket on the floor for the baby to play on. The parent educator also gave some suggested activities for the mom to try to encourage the baby to crawl. At the next home visit, the infant was demonstrating creeping motions. By the end of the month the baby had begun to crawl.

PRC: working together to serve families

Through partnerships with local businesses, schools, faith-based organizations, and community organizations, CDJFS offices serve hundreds of thousands of working families (see figure 2). This collaborative effort is one of the greatest accomplishments of PRC. Together, they provide the services needed to end dependence.

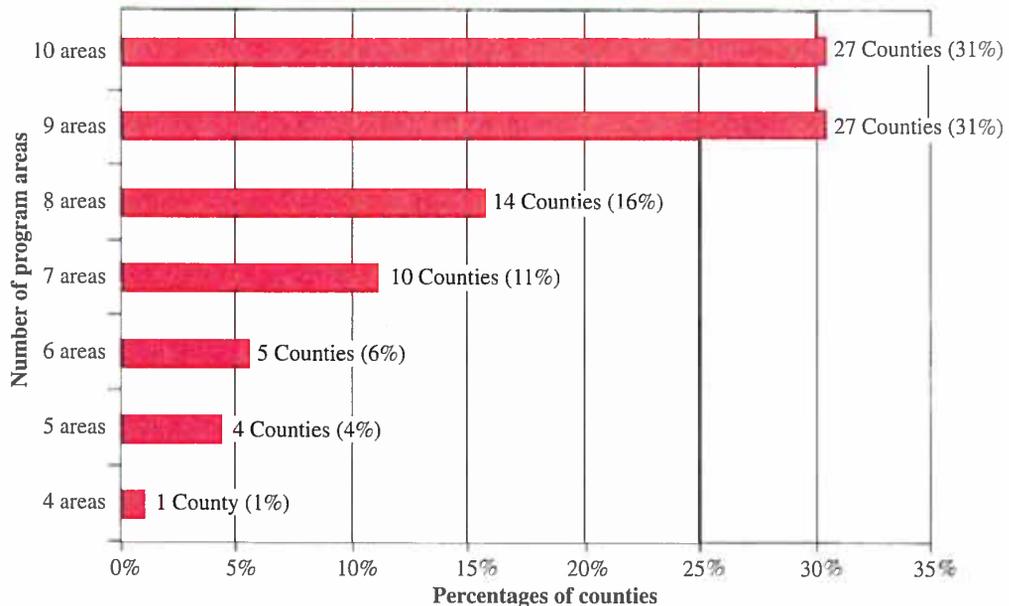
Figure 2. Number of PRC participants served by service category for SFY 2000 and 2001 (estimated plus projected)



*B*road range of services offered through PRC

Counties have developed a broad range of services that span multiple program areas (see figure 3). To date, all of Ohio's counties offer services in at least four of the ten PRC program areas. Ninety-four percent of the counties have programs in at least six of these areas and over 75% of the counties have programs in eight or more program areas. See pages 18-19 for a list of counties with programs in each area.

Figure 3. Number of program areas in which counties provide services



The types of programs most frequently offered are:

- Early Start
- Diversion, work support, and retention
- Emergency, contingency, and disaster services
- Employment and training
- Youth educational support services
- Child welfare and protection

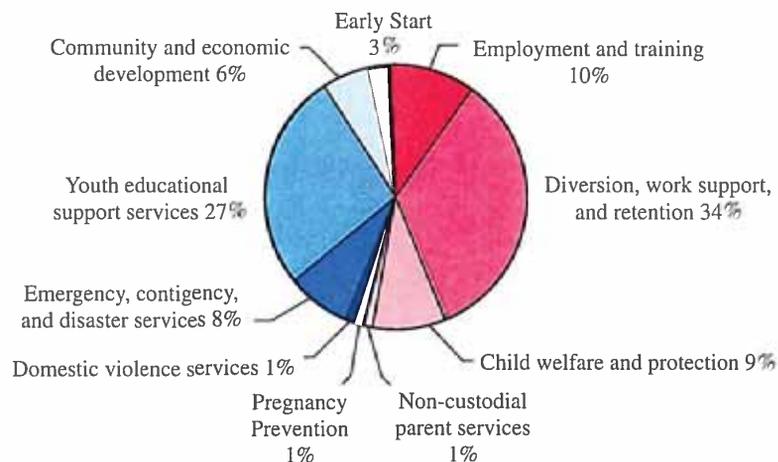
These six program areas accounted for 86% of PRC funds in SFY 2000 and 2001. Clearly, employment and youth services are two primary areas of focus for PRC funding.

It is projected that programs focusing on employment and youth services will continue to have the greatest priority in SFY 2002. An increased emphasis on diversion, work support, and retention programs, pregnancy prevention services, and domestic violence services is also projected.

*E*ffective programs and practices

In a structured interview, CDJFS directors were asked which programs and practices they believe have been particularly effective, especially in focusing on or achieving outcomes. The programs they identified have been classified into the ten PRC program areas and summarized below².

Figure 4. Program successes and accomplishments (percent of responses)



A closer look at two program areas:

- ***Diversion, work support, and retention (34% of responses):*** Over one-third of the programs CDJFS directors thought were effective are classified as diversion, work support, and retention programs. Half of these programs focused on transportation. Providing assistance with transportation needs is one of the most cost effective ways to help people maintain employment and become financially independent.
- ***Youth educational support services (27% of responses):*** The placement of PRC sponsored social workers in the schools was the second most frequently mentioned area of success. PRC sponsored social workers have been a tremendous asset for youth, teachers, and parents alike. These school social workers are often able to identify the needs of children and families early on and provide resources were none were previously available. Supportive services complement and enhance, but do not replace or supplant educational services and responsibilities.

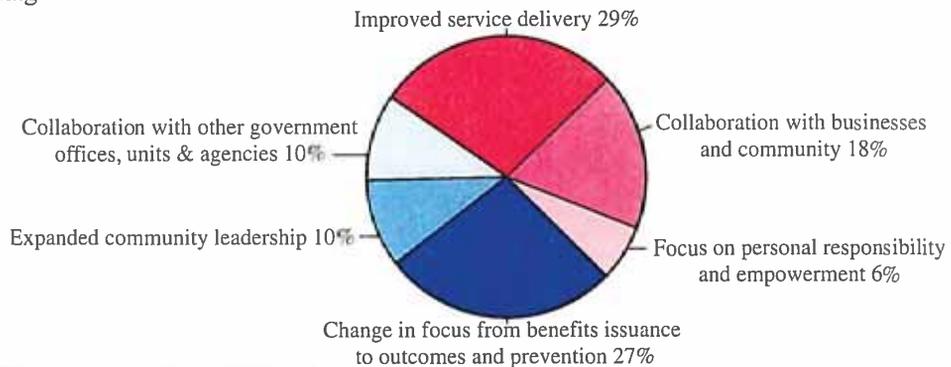
²CDJFS directors identified multiple programs as being successful. Therefore, the percentages in figure 4 correspond to the percentage of all programs identified by CDJFS directors.

PRC: making communities stronger

PRC success stories go beyond individuals. They also include changes within the CDJFS and its relationship with the community. Below is a summary of CDFJS directors' impressions of some of the greatest accomplishments as a result of PRC funding.

- **Improved service delivery:** Due to the flexibility of PRC, CDJFS offices are better able to meet the needs of communities and are able to reach a broader population.
- **Collaboration with businesses and community:** New partnerships have been formed with businesses, individuals, faith-based organizations, and community groups.
- **Focus on personal responsibility and empowerment:** PRC provides the tools needed to become self-sufficient. This approach builds feelings of personal responsibility and empowerment among many CDJFS customers.
- **Change in focus from benefits issuance to outcomes and prevention:** The "move beyond welfare" to a more holistic, preventative, and outcome-oriented approach is one of the many successes of PRC.
- **Expanded community leadership:** CDJFS offices are viewed more as community partners and less as welfare agencies. This change in perception has increased trust and respect for CDJFS. In addition, it has resulted in people utilizing services who would normally have been reluctant to do so.
- **Collaboration with other government offices, agencies, and units:** People working together toward a common goal. This collaborative effort goes beyond city and county borders.

Figure 5. CDJFS directors' perceptions of the most significant accomplishments in the use of PRC funding³



³CDJFS directors typically identified multiple areas of accomplishment. The percentages in figure 5 correspond to the percentage of total responses that fall into each of the six areas.

Ohio's TANF program is working, and working well. Since the program went into effect in October 1997 it has assisted hundreds of thousands of Ohioans with the skills and support needed to take charge of their lives. Today, fewer Ohioans are receiving monthly cash benefits than at any time since 1968.

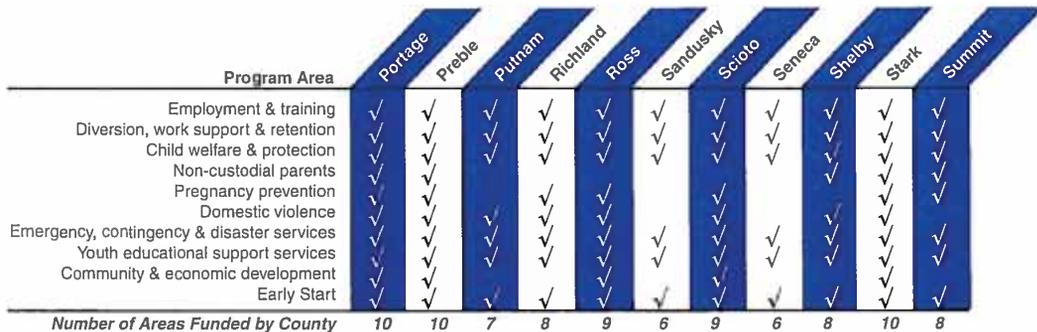
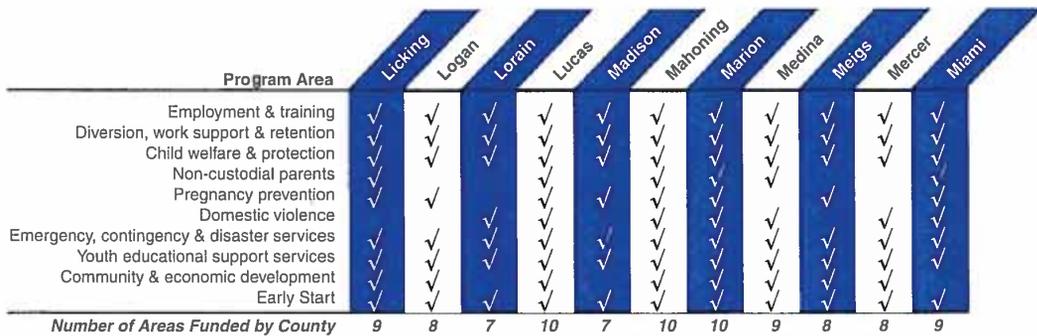
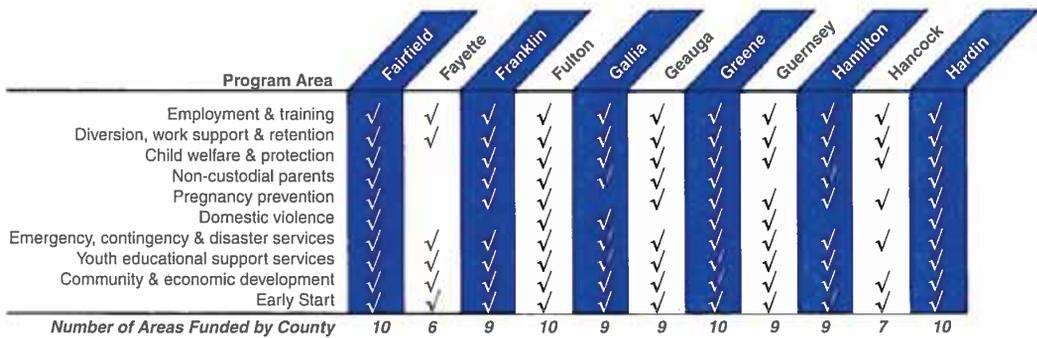
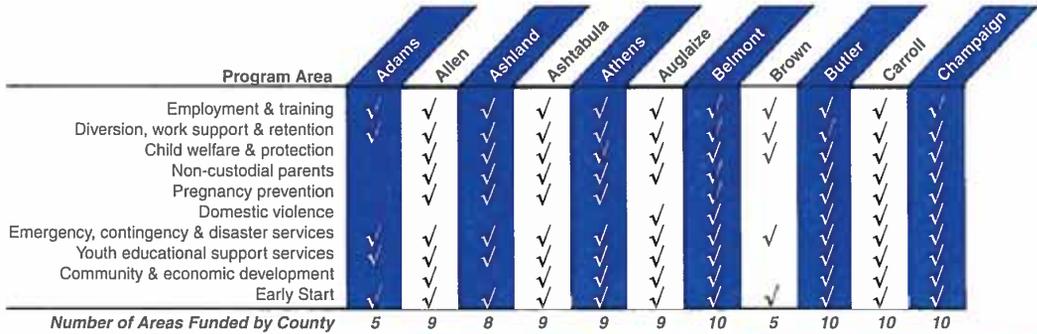
These individuals and families were able to take the first step toward economic independence because a new system was in place--a system that focuses on self-sufficiency, personal responsibility and employment.

Ohio's Prevention, Retention and Contingency (PRC) program is a key component of welfare reform. TANF funds invested at the local level are designed to prevent dependency by focusing on outcomes. Ohio's 88 counties have been given more flexibility than ever in designing and implementing a service delivery system that addresses the needs of the people in their communities.

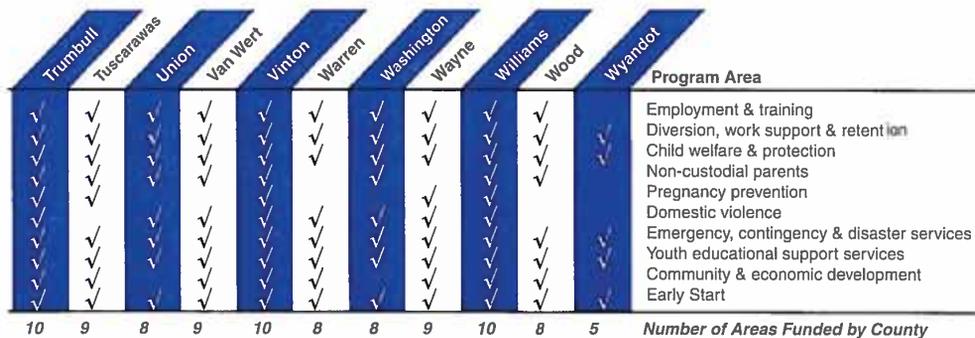
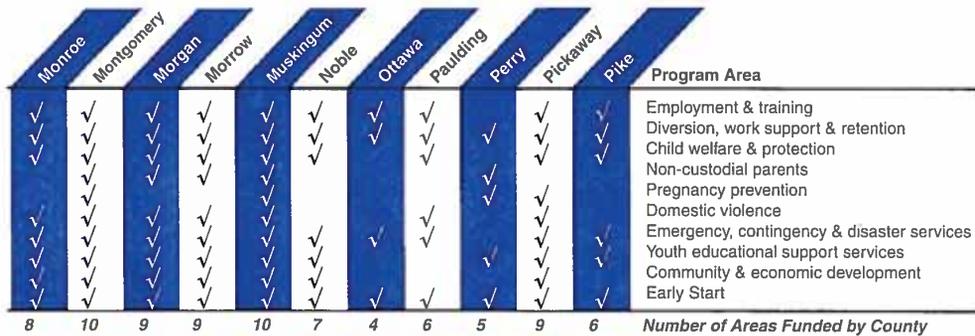
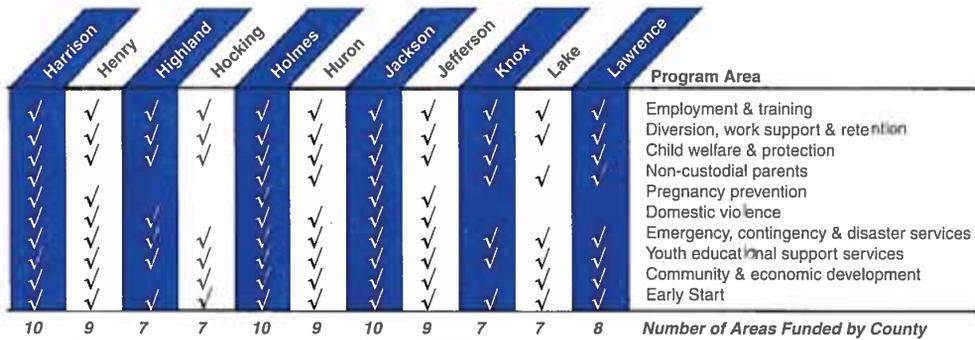
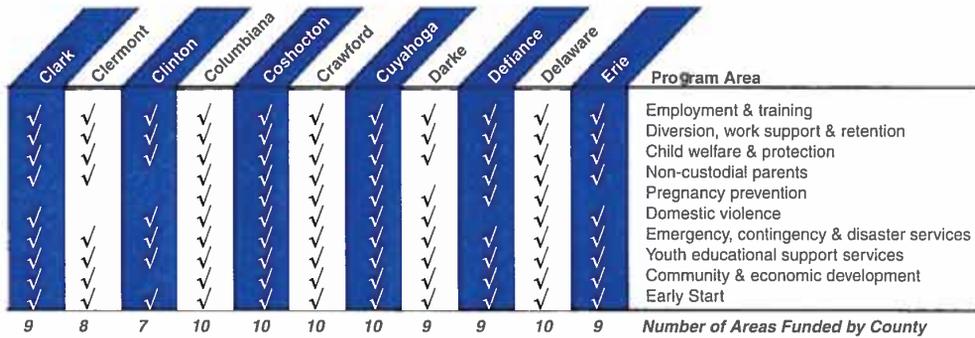
This report demonstrates how the PRC program focuses on providing individuals the services they need to stay off public assistance, assume personal responsibility and contribute to strong communities.

Through partnerships with businesses, education, faith-based organizations and communities, Ohio has developed an entirely new way to deliver services. As a result, Ohio is now spending more money to help working families get jobs and keep working than it spends on those who are receiving cash assistance. PRC is the new face of welfare reform. And it's working!

*P*rogram areas funded in each county



...continued



The Institute for Local Government Administration and Rural Development (ILGARD) at Ohio University prepared this report for the Ohio Department of Job and Family Services in cooperation with the 88 counties of Ohio.

For more information about Ohio's PRC programs
or to access a copy of this and other PRC reports, please visit the
Ohio Department of Job and Family Services web site at

<http://www.state.oh.us/odhs/owf/prc/>