



Department of
Job and Family Services

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

August 19, 2016

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Applications (RFGA) number JFSR1617178124 for the purpose of selecting at least six (6), but no more than nine (9), qualified and experienced child care providers to provide training to other licensed child care providers in Ohio. The purpose of these trainings is to prepare and support licensed child care providers in order to increase their Step-Up-To-Quality (SUTQ) rating. To qualify for this grant, applicants must be a current publicly funded child care (PFCC) provider; have the capability of serving cities or regions in the state of Ohio; and possess a current and valid 501(c)(3) status. For this solicitation, a region is defined as multiple counties or larger geographic area.

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

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

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

Sincerely,

Jay Easterling
Deputy Director
Contracts and Acquisitions

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

Dear Potential Vendor:

ODJFS recently sent you notice of a grant opportunity that we believed could be of interest to you, **RFGA# JFSR1617178124 for Child Care Provider Trainers Mini-Grants**. In an effort to increase the number of qualified vendors applying for ODJFS personal service contracts, we are trying to informally gather information from potential vendors to help us improve the quality of our application opportunities and to simplify the process for vendors to respond to them.

If you have decided not to apply for this opportunity, please place a check mark by all factors that contributed to your decision not to respond. Please provide any additional comments on these or other factors that you believe may be helpful.

	We may have received the notice, but it was not directed to the right person or division for a decision to be made. <i>(In the spaces below, please provide the correct contact information for the persons or division that such notices should be sent to.)</i>
	We received notice, and were interested, but we could not locate the RFGA on the web site.
	We received notice, but there was insufficient time to prepare and submit our response.
	The ODJFS need for goods or services is not a good match for this organization's expertise.
	The project plan or the project need was not described well enough.
	The level of expertise, qualifications, professional history required or desired did not match this organization or its staff.
	The level of experience, qualifications, professional history required or desired was unrealistic for this project.
	The timing of the project did not fit with the availability of this organization's resources.
	The procurement document (RFP, RLB, RFGA, etc.) was too complicated.
	The instructions for composing and/or submitting an application response to the RFGA were too complicated.
	The likelihood of being selected was too small to justify the effort of responding.
	State Government contracts do not pay well.
	Payment for State Government contracts usually requires extra effort and/or is too slow to arrive.
	Other?

Please provide correct, specific, and/or additional contact information for any persons, officers or divisions to be notified of future opportunities:

Name:		Name:	
Title:		Title:	
Company/Division:		Company/Division:	
Mailing Address:		Mailing Address:	
Mailing Address:		Mailing Address:	
Mailing Address:		Mailing Address:	
E mail Address:		E mail Address:	
Fax Number:		Fax Number:	
Phone Number:		Phone Number:	

If we may contact you for additional information, please provide your contact information here:

NAME:

TITLE:

Phone Number:

E mail Address:

We appreciate your time and value your opinions. Thank you for your assistance on this ODJFS project!

**CHILD CARE PROVIDER TRAINERS
MINI-GRANTS**

RFGA # JFSR1617178124

Issued By:

The Ohio Department of Job and Family Services

**REQUEST FOR GRANT APPLICATIONS (RFGA):
CHILD CARE PROVIDER TRAINERS MINI-GRANTS
RFGA #: JFSR1617178124**

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**REQUEST FOR GRANTAPPLICATIONS (RFGA):
CHILD CARE PROVIDER TRAINERS MINI-GRANTS
RFGA#: JFSR1617178124**

SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) for the purpose of selecting at least six (6), but no more than nine (9), qualified and experienced child care providers to provide training to other licensed child care providers in Ohio. The purpose of these trainings is to prepare and support licensed child care providers in order to increase their Step-Up-To-Quality (SUTQ) rating. To qualify for this grant, applicants must be a current publicly funded child care (PFCC) provider; have the capability of serving cities or regions in the state of Ohio; and possess a current and valid 501(c)(3) status. For this solicitation, a region is defined as multiple counties or larger geographic area.

1.2 Background

ODJFS is offering additional training and support for licensed child care programs to increase their SUTQ rating. SUTQ is a five-star quality rating and improvement system administered by the Ohio Department of Education (ODE) and ODJFS. SUTQ recognizes and promotes learning and development programs that meet quality program standards that exceed licensing, health, and safety regulations. The program standards are based on national research and identifying standards that lead to improved outcomes for children. Please refer to <http://education.ohio.gov/Topics/Early-Learning/Step-Up-To-Quality-SUTQ> for more information about SUTQ.

This opportunity will assist the PFCC communities in Ohio in the following areas: increasing recruitment efforts; joining cohorts in efforts to complete and improve rating process; assisting in the Child Development Associate (CDA) Credentials; and better maintenance of basic licensure requirements.

1.3 Overview of the Project

This opportunity is open to 501(c)(3) organizations currently serving publicly funded childcare in Ohio with the ability to provide one (1) or more of the four (4) ODJFS-funded services listed below:

- A. Outreach to ODJFS licensed programs to join CDA Credential cohorts to be rated with the expectation that they will receive one-on-one coaching support and mentoring when necessary to prepare and complete the rating process;
- B. Prioritizing recruitment efforts to programs serving a substantial number of PFCC providers. Through the recruitment efforts, providers will receive tangible supports and benefits to assist through the rating process. No direct payments can be made to the providers;
- C. Funding CDA Credential cohorts where local entity can supply the CDA Credential Book along with coaching support to assemble binder. Please refer to <http://www.cdacouncil.org/about/cda-credential> for CDA Credential information; and,
- D. Providing support to programs in order for them to understand and maintain basic licensure requirements or maintain a rating thus resulting in less Serious Risk Non-Compliance findings.

These are the only four services ODJFS will be funding as a result of this grant with this opportunity.

1.4 Objectives of the Project

ODJFS is seeking to fund a minimum of six (6) applicants under this opportunity, with at least two (2) grantees in each of the three (3) funding ranges below. Up to three (3) additional applicants may be selected as funding permits, for a maximum of nine (9) possible awards. The funding range for services defined in Section 1.3 above are defined as follows:

- A. One (1) Service, provided to at least ten (10) participants each month – \$50,000.00
- B. Two (2) Services, provided to at least fifteen (15) participants each month - \$100,000.00
- C. Three (3) or More Services, provided to at least twenty-five (25) participants each month - \$200,000.00

ODJFS reserves the right to prioritize regions of the state and seeks to fund as many different areas of the state as possible. ODJFS may elect to select grantees in parts of the state that may not otherwise be served over areas that have multiple grant applicants.

1.5 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
August 19, 2016	ODJFS Releases RFGA to Applicants on DAS/ODJFS Web Sites; Q & A Period Opens - RFGA becomes active - Applicants may submit inquiries for RFGA clarification
September 1, 2016	Applicant Q & A Period Closes, 8 a.m. (for inquiries for RFGA Clarification) - No further inquiries for RFGA clarification will be accepted
September 12, 2016	Deadline for Applicants to Submit Grant Applications to ODJFS (3 p.m.) - This is the grant opening date, beginning the ODJFS process of grant review LATE APPLICATIONS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.
September 27, 2016	ODJFS Issues Grant Award Notification Letter (estimated) - Applicants that submitted applications in response to this RFGA will be sent letters stating whether their application was accepted for award of the grant
October 17, 2016	*Implementation (estimated—following notification of all contractual and funding approvals) - ODJFS grants are not valid and effective until the state Office of Budget Management approves the Purchase Order.
June 30, 2017	Project Completion - All work must be completed and approved by ODJFS Grant Manager [End of SFY 17]
July 1, 2017 through June 30, 2018	**Renewal period if funding is available [SFY 18].

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

* According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (P.O.). The selected applicant may neither perform work nor submit an invoice for payment for work

performed for this project for any time period prior to the P.O. approval date. The ODJFS Agreement Manager will notify the selected applicant when the requirements of ORC Section 126.07 have been met.

* * Subject to all applicable approvals, the grant agreement period is expected to run from approximately October 17, 2016 through June 30, 2017, with a renewal to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2017 through June 30, 2018, State Fiscal Year (SFY) 18.

1.6 Internet Q & A Period; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 1.5, Anticipated Procurement Timetable. To ask a question, grant applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1617178124* from the list of competitive opportunities;**
- * **Follow the link to the dedicated web page;**
- * **Select “Submit Inquiry” near the bottom of the web page;**
- * **Follow instructions there for submitting questions; or, to view posted questions and answers;**
- * **Select “View Q and A” near the bottom of the web page.**

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

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

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

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

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

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

1.7 Communication Prohibitions

From the issuance date of this RFGA, until grants are awarded, there may be no communications concerning the RFGA between any grantee which expects to submit an application and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantees.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 1.6, Internet Q & A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA, ODJFS will pose those revisions, amendments, etc. to the website dedicated to this RFGA;
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from applicants for copies of previous RFGAs, past applicant applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 1.7, Communication Prohibitions, will be honored. The posted time frames for ODJFS responses to Internet or emailed questions for RFGA clarification do not apply to PRRs. The PRR must comply with the following guidelines:

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

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

1.8 Time Frames and Funding Available

ODJFS is seeking to enter into agreements with a minimum number of six (6), but no more than nine (9), grantees commencing October 17, 2016 (or upon notification of all grant and funding approvals), and ending June 30, 2017 with the option to renew the grants for up to one (1) additional state fiscal year. ODJFS will not fund more than nine (9) grantees in this RFGA.

The actual dollar amounts awarded for selected applications will be based on the amount of federal funding made available to ODJFS as well as the number of grant applications which are both qualified and selected for award.

SECTION II. APPLICANT EXPERIENCE AND QUALIFICATIONS**2.1 Mandatory Qualifications**

In order to be considered for the awards expected to result from this RFGA, ODJFS requires that applicants **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Possess a current and valid federally or state recognized 501(c)(3) status;
- B. Have at least two (2) years of experience working with publically funded child care (PFCC);
- C. Be capable of serving cities or regions within the state of Ohio; and,
- D. Have a pre-existing presence in Ohio.

Applications which do not meet all the above qualifications will be disqualified from further consideration for grant award.

2.2 Organizational and Staff Qualifications

Applications are to address, at minimum, the degree to which the organization and/or staff meet all the following qualifications and demonstrate the following credentials. Provide information on partner, subgrantee, and key staff experience and capabilities, as appropriate.

A. Organizational Experience and Capabilities

Applicants must have at least two (2) years of experience in providing training to businesses within Ohio.

B. Key Staff Experience and Capabilities

Applicant shall demonstrate the following:

1. Leadership in place that has at least one (1) year of experience in managing similar types of projects;
2. Identification of the staff person that will be assigned as Grant Manager; detail of the responsibilities of that role for this project; and a detailed discussion how this individual is qualified to perform those responsibilities;
3. Identification of a staff person with a bachelor's degree in accounting; or at least one (1) year of accounting experience with federal grants and,
4. Staff already in place with at least one (1) year of experience in providing classroom, audio, and any other electronic forms of training to groups of five (5) or more people.

One method by which applicants can demonstrate their level of expertise is through the staff they propose for key leadership and or functional roles for this project. Profiles and resumes must be included for all persons proposed for key positions.

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

SECTION III. WORK PLAN & PROJECT OUTCOMES

3.1 Scope of Project Work

The selected grantees must be able to train provider staff with one (1) or more of the following services:

- A. Service #1: Outreach to ODJFS licensed programs to join CDA Credential cohorts with the expectation that providers will receive one-on-one coaching support and mentoring when necessary to prepare and complete the rating process;
- B. Service #2: Prioritizing recruitment efforts to programs serving substantial number of PFCC providers. A list of PFCCs may be found at this link: http://www.ohiochildcarefinder.org/find-child-care/#search_by_street_address=Your+Street+Address¢er_city_or_zip_code=¢er_name=Program+Name&distance=25&refine_search=1&search_sort_by=&address_lat_long=0&ajax=true. Through the recruitment efforts, providers will receive tangible supports and benefits to assist through the rating process. No direct payments can be made to the providers;
- C. Service #3: Funding CDA Credential cohorts where local entity can supply the CDA Credential Book along with coaching support to assemble binder; and,
- D. Service #4: Providing support to programs in order for them to understand and maintain basic licensure requirements or maintain a rating thus resulting in less Serious Risk Non-Compliance findings.

3.2 Narrative Structures of Proposed Project—the Proposed Work Plan

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

- A. Provide a technical approach and work plan to be implemented with regard to the applicant's proposed training service(s) as listed in Sec. 3.1 of this RFGA. The applicant shall identify the counties or regions to be served, as well as include a proposed timeline for the project;
- B. Provide a status reporting procedure for reporting work completed and the resolution of unanticipated problems; and,
- C. Provide a current organizational chart (including identifying any subgrantees) and specify the key management and administrative personnel who will be assigned to this project. If subgrantees have not been identified, the applicant must provide a timeline for the eventual selection thereof.

3.3 Project Outcomes and Measures

Selected applicants will be required to provide monthly reports on the status and progress of the following:

- A. Number of PFCC providers participating by service;
- B. Providers' star rating at beginning of participation (unrated, 1, 2, 3, 4 or 5); and,
- C. Providers' star rating at the end of the participation (unrated, 1, 2, 3, 4 or 5).

These reports will be due the 18th of each month. If the reports are not submitted timely, ODJFS reserves the right to delay invoice processing until the reports are received.

3.4 Funding Availability and Allowable Costs

- A. Funding is based on the number of the above services that are provided in conjunction with the number of participants served. An applicant may provide more than one service listed in Section 3.1 in any order. The application must identify all of the service(s) the applicant will provide under this project. Applicants may not change, modify, or add services at a later date.

At least two (2) grantees will be selected in each of the three (3) funding ranges below and up to three (3) additional grantees may be selected as funding permits, for a maximum of nine (9) grantees. The funding ranges are defined as follows:

1. One (1) Service, provided at least 10 (ten) participants each month – \$50,000.00
 2. Two (2) Services at least 15 (fifteen) participants each month- \$100,000.00
 3. Three (3) or More Services at least twenty-five (25) participants each month - \$200,000.00
- B. Grantees will be allowed to invoice ODJFS for allowable costs only. The allowable costs are as follows:
1. Direct Services: These include cost of staffing and travel (in-state only). Travel must be built into per diem; and,
 2. Training: This includes costs of training materials, CDA resources, train the training expenses, training resources and materials, etc.

Indirect costs are an unallowable expense for this project and will not be considered.

SECTION IV. OTHER REQUIREMENTS

4.1 Start Work Date

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

4.2 Application Costs

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

4.3 Trade Secrets Prohibition; Public Information Disclaimer

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

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. After the selection of the grantees, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term “application” shall mean both the Technical Application and the Project Budget, if opened, submitted by an applicant, any attachments, addenda, appendices, or sample products.

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

4.4 Grant Agreement Requirements

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

4.5 Subgrantee(s)

Any grantee proposing to use a subgrantee(s) for any part of the work described in this RFGA, must clearly identify the subgrantee(s) in Tab 1 of their application. The application must include the following:

- A. The subgrantee(s) legal status, federal tax ID number, and principle place of a business;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the subgrantee(s) to contractual obligations;
- C. A complete description of the work the subgrantee will do, financial term(s) and a time frame of agreement;
- D. A commitment to do the work, if the grantee is selected; and,
- E. A statement that the subgrantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

4.6 Public Release of Records

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

4.7 Confidentiality

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

4.8 Key Personnel

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS. The ODJFS Grant Manager must be informed in writing, if key personnel changes over the course of the project.

4.9 Ethical and Conflict of Interest Requirements

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

4.10 Health Insurance Portability & Accountability Act (HIPAA) Requirements

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

SECTION V. APPLICATION FORMAT & SUBMISSION

5.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) total copies of the Technical Application (one (1) original and five (5) copies) are to be labeled as follows, **“Application Enclosed for JFSR1617178124, entitled CHILD CARE PROVIDER TRAINERS MINI-GRANTS from (Applicant’s Name Here)”**. Three (3) total copies of the Project Budget (one (1) original and two (2) copies) must be included sealed separately within the application packet.

Applications must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m., Monday, September 12, 2016.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions

Ohio Department of Job and Family Services
 30 East Broad Street, 31st Floor
 Columbus, OH 43215
 ATTN: RFP/RLB UNIT

For hand delivery on the due date, applicants 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 again on the 31st Floor. All applications must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

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

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

Applicants are required to submit one (1) additional copy of their complete Technical Application, including any required or voluntary attachments, and one (1) additional copy of the Project Budget, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The CD-ROM copy of the Project Budget must include all budget components, including any required or voluntary attachments. The requested CDs will be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

5.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART), an application must include the Technical Application, as described in this section. The Technical Application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section of this RFGA to be accepted. The applicant is required to submit an original, signed in blue ink, and completed **Required Applicant Information and Certifications Form** provided as Attachment A of this RFGA.

The applicant's Technical Application must contain the following components (organized in 6 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be included in the application packet and so marked in an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 6) to 20 pages, excluding attachments and appendices. All pages shall be sequentially numbered.

Applicants must organize their application in the following order:

- Tab 1** Required Applicant Information and Certifications Form
- Tab 2** Applicant Qualifications
 - Sub-Tab 2a.** Mandatory Qualifications (Section 2.1, A-D)
 - Sub-Tab 2b.** Organizational Experience and Capabilities (Section 2.2 A)
 - Sub-Tab 2c.** Key Staff Experience and Capabilities (Section 2.2 B, 1-4)
- Tab 3** Narrative Structures of Proposed Project—the Proposed Work Plan (Section 3.2, A-C)
- Tab 4** Project Outcomes and Measures (Section 3.3 A-C)
- Tab 5** Project Budget
- Tab 6** Examples

A. Technical Application

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

The Technical Application is defined as any part of the application (either as required by ODJFS or sent at applicant's discretion) such as work plan, resumes, letters of recommendation, letters of cooperation from any subgrantees, etc., which is not specifically identified by ODJFS as a required component.

1. Required Applicant Information and Certifications Form (Tab1)

Attachment A., Section I. – In this section, the applicant is required to provide required information and certifications of eligibility for state grant awards, as described in Attachment A., Section I. to this RFGA, entitled “Required Applicant Information & Certifications Document.” Applicants may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their application Tab 1; or they may provide all the required information and certifications (each fully re-stated from Attachment A.) on their own letterhead, properly signed, and include that replication in their application Tab 1. **Applicants who fail to provide all information and certifications as described in Attachment A., Section I. in their application Tab 1 will be disqualified.**

Attachment A., Section II. – Location of Business Form Banning the Expenditure of Public Funds on Offshore Services. This form must be completed and signed by every applicant seeking to do business with ODJFS. This must be submitted as part of the response to any grant application, informal quotations, or other such competitive process. Failure by any applicant to complete, sign, and return the Location of Business Form with its application will result in rejection of the application 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 applicant's original application; photocopies of the completed and signed forms must also be provided with each of the required copies.

In the event that the applicant proposes the use of any subgrantee(s), information on the subgrantee(s) and letters of commitment should also be provided in Tab 1.

2. Applicant Qualifications (Tab 2)

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

The application must include information to demonstrate how the applicant meets the mandatory qualifications, as described in Section 2.1 of this RFGA.

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

The application must include information to demonstrate how the applicant meets the applicant and staff qualifications, as described in Section 2.2, A of this RFGA.

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

The application must include information to demonstrate how the applicant meets the applicant and staff qualifications, as described in Section 2.2, B. of this RFGA.

3. Narrative Structures of Proposed Project—the Proposed Work Plan (Tab 3)

Provide a narrative describing in detail (in the order as outlined) each of the required items in Section 3.2 of this RFGA.

4. Project Outcomes and Measures (Tab 4)

Applicant is to provide specified reports as discussed in Section 3.3 of this RFGA.

5. Project Budget (Tab 5)

Project Budget must contain:

- A. A breakdown of direct services cost: staffing and fringe/benefits and administrative costs as well as in-state travel (Travel must be built into per diem). Applicant's Project Budget must not exceed the grant funds allocated to the specified number of proposed service(s), as listed in Section 1.4 of this RFGA;
- B. Training: This includes costs of training materials, CDA resources, train the expenses, training resources and materials, etc.; and,
- C. The Project Budget must include a SFY Budget Summary Sheet. The total of all project costs should be included on this sheet and be distributed by SFYs 17 and 18. Indirect costs are an unallowable expense for this project and will not be considered.

6. Examples, other (Tab 6 – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)

B. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:

- 1. Any trade secret, proprietary, or confidential information (as defined in Section 4.3 of this RFGA) found anywhere in an applicant's submission shall result in immediate disqualification of that applicant's submission.

SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION

6.1 Scoring of Applications

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

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass the following Phase I. Review (see Attachment C of this RFGA for specific evaluation criteria). **Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.**

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

The ART will then collectively score those qualifying Technical Applications not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections II, III, and V of this RFGA. A technical application must achieve the minimum allowable points in order to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

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

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

The Project Budget will be reviewed by ODJFS. The grand total of each applicant’s Project Budget is divided by that applicant’s final Technical Application score. This compares the cost with the quality of the Technical Application, which will provide an average cost-per-quality point earned on the Technical Application.

If the Project Budgets of all technically qualifying applicants (as determined by the scoring process described in this section and by the Technical Application Score Sheet, Attachment C to this RFGA) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Project Budget. Applicants may then submit one last and best offer, or may request that ODJFS view its original Project Budget 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, and assuming that one or more have submitted a budget that is within ODJFS’ Project Budget, ODJFS will then consider those applicants’ revised Project Budgets which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Application Score Sheet, Attachment C for calculation of the winning score. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

6.2 Final Selection

The ART may recommend for selection as many as nine (9) applicants or as few applicants as six (6), dependent on the state budget. In making its final selection of applications and size of monetary awards, ODJFS may, at its option, take into consideration applications’ quality, reasonableness and appropriateness of the applicants’ proposed budgets, geographic diversity, rural and urban mix, local collaborations and available funding. If funds are not adequately utilized by any grantee(s) over the life of the agreement, ODJFS reserves the right to reduce an award, and at its discretion, increase the size of an award made to a more effective grantee.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual applicant objecting to the award of a grant resulting from this RFGA. The protest shall be in writing and shall contain the following information:
1. The name, address, and telephone number of the protestor;
 2. The name and number of the RFGA being protested;
 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 4. A request for a ruling by ODJFS;
 5. A statement as to the form of relief requested from ODJFS; and,
 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 1.5, Anticipated Procurement Timetable, of this RFGA.
 2. If the protest relates to the announced intent to award a grant, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the State's intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.
- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director
ODJFS Office of Contracts and Acquisitions
30 East Broad Street, 31st Floor
Columbus, Ohio 43215
- E. When a timely protest is filed, a grant award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicant(s) who would have been awarded the grant shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. Required Applicant Information and Certifications *(To be completed & included in application packet as specified in Sec. 5.2, C.)***
- B. ODJFS Model Grant Agreement *(For applicant reference purposes)***
- C. Technical Application Score Sheet *(For applicant self-evaluation purposes...do not submit)***

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 ó Required Grantee Information

Section II - Location of Business Form

Attachment A - Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

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

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

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

Applicants must provide all information

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

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

9. Mandatory Grantee Certifications:

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

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

AND

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

AND

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

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

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

Table with 2 columns: Nationwide, Ohio Offices. Rows: 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)

Uwdeqpvtcevtq0u"Guvk o cvgf"Rgtegpvc i g"qh"Vqvcn"Rtqlgev"*lp" ' "qh"y qtm."pqv" ' "qh"fqmctu+<"

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

Table with 2 columns: Nationwide, Ohio Offices. Rows: Total Number of Employees, % of those who are Women, % of those who are Minorities.

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

Total number of grants: _____

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

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

13. I _____, (grantee representative in Item # 7) hereby affirm that this proposal accurately represents the capabilities and qualifications of

(grantee) _____
ODJFS for the performance of services and/or provision of goods covered in this application in response to this ODJFS RFGA is a firm fixed price, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal/bid.)

14. Location of Business Declaration: Vendors responding to any ODJFS RFP/RLB/RFGA (etc.) must certify that no public funds shall be spent on services provided/performed offshore by completing, signing, and returning the "Location of Business Form," which is the final section of this attachment. **FAILURE TO PROPERLY COMPLETE, SIGN AND RETURN THIS HQ TO .KPENWFKP I "V J G"õNQECVKQP"QH'DWUKPGUU"HQ TO.õ" Y KNN"TGUWNV"KP"FKUSWCNKHKECVKQP"QH"V J G" VENDOR FROM CONSIDERATION FOR AWARD OF AN ODJFS CONTRACT.**

Attachment A - Section II.

Location of Business Form

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

1. Principal location of business of Grantee:

(Address) (City, State, Zip)

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

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

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

2. Location where services will be performed by Grantee:

(Address) (City, State, Zip)

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

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

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

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

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

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

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

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

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

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

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

G-1617-00-0000

RECITALS:

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

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

ARTICLE I. PURPOSE; GRANT ACTIVITIES

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

INSERT SPECIFIC GRANT ACTIVITIES

- B. The ODJFS Agreement Manager is **ODJFS Agreement Manager Name.**
- C. The ODJFS Agreement Manager may periodically communicate specific requests and instructions to GRANTEE concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODJFS within 10 days after GRANTEE's receipt of the requests or instructions. ODJFS and GRANTEE expressly understand that any requests or instructions will be strictly to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODJFS pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODJFS Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from **Start Date**, or upon issuance of an approved State of Ohio purchase order, whichever is later, through **End Date**, unless this Agreement is suspended or terminated prior to the expiration date. **This Agreement may be renewed through [DATE], upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of ODJFS. ODJFS will issue a notice to GRANTEE if ODJFS decides to renew this Agreement. GRANTEE will not obligate resources in anticipation of a renewal until notice is provided.**
- B. It is expressly understood by both ODJFS and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation

not already allocated to pay existing obligations. The ODJFS Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Grant is **Total Dollar Amt** Dollars (**\$Total**). ODJFS will provide GRANTEE with funds in an amount up to **SFY1 Dollar Amt** Dollars (**\$SFY1**) for State Fiscal Year **2016** and up to **SFY2 Dollar Amt** Dollars (**\$SFY2**) for State Fiscal Year **2017** expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.
- B. Line item expenses listed in the budget may be reallocated upon the written approval of the ODJFS Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. If applicable, any changes to the travel costs will require a formal amendment to this Agreement.
- C. Compensation will be made as reimbursement for actual, allowable expenditures incurred **[per Deliverable [hourly]]** and paid by GRANTEE during the billing period pursuant to GRANTEE's **accepted budget [or cost proposal] as incorporated below [or as attached]**.
- D. GRANTEE will submit detailed invoices on a **monthly/ quarterly/ one-time** basis to the ODJFS Bureau of Accounts Payable at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215. GRANTEE agrees to use an invoice instrument to be prescribed by ODJFS and will include in each invoice:
1. GRANTEE's name, complete address, and federal tax identification number;
 2. Agreement number and dates;
 3. Purchase order number;
 4. Amount and purpose of the invoice, including such detail as required per the compensation section of this Agreement, Grant activities completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
 5. Description of Grant activities performed during the billing period;
 6. Receipt or other proof of cost; and
 7. Other documentation requested by the ODJFS Agreement Manager.
- E. GRANTEE expressly understands that ODJFS will not compensate GRANTEE for any work performed prior to GRANTEE's receipt of notice from the ODJFS Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
- F. GRANTEE expressly understands that ODJFS does not have the ability to compensate GRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. GRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
- G. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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

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

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

ARTICLE V. NOTICES

- A. ODJFS and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE and the identified ODJFS Agreement Manager.

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

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

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

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit, litigation or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Grant is **[INSERT RECORDS SCHEDULE], [STATE SCHEDULE NUMBER AND TIME PERIOD].** If

any records are destroyed prior to the date as determined by the appropriate records retention schedule, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

- F. GRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule. If GRANTEE fails to retain the pertinent records after receiving a litigation hold from ODJFS, GRANTEE agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODJFS and GRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODJFS and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODJFS. GRANTEE will submit any requests for approval of assignments and transfers to the ODJFS Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODJFS deems necessary and that no approval by ODJFS will be deemed to provide for any ODJFS obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

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

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Federal Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this agreement neither GRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or

(\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

- c. GRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
 - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible.

GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.

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

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

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

11. **Civil Rights Assurance.** The GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODJFS and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** To the extent allowable by law, GRANTEE agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities. GRANTEE's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an

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

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third-party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

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

SIGNATURE PAGE

G-1617-00-0000

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

GRANTEE Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Cynthia C. Dungey, Director

Printed Name

Date

Date

**Address
City, State, Zip**

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

ATTACHMENT C
Application Score Sheet
RFGA#: JFSR1617178124

PHASE I: Initial Qualifying Criteria

Applicant Name: _____
Service(s) Proposed: _____

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

ITEM #	APPLICATION ACCEPTANCE CRITERIA	RFGA Sec. Reference	Y E S	N O
1	Was the applicant’s application received by the deadline as specified?	1.5 / 5.1		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Did the applicant demonstrate that they possess a current and valid federally or state recognized 501(c)(3) status?	2.1, A.		
6	Did the applicant demonstrate that they have at least two (2) years of experience working with publically funded child care (PFCC)?	2.1, B.		
7	Did the applicant demonstrate that they are capable of serving cities or regions within the state of Ohio?	2.1, C.		
8	Did the applicant demonstrate that they have a pre-existing presence in Ohio?	2.1, D.		
9	Did the review team (in its initial/cursory review of the applicant’s submission) determine that the application was free of trade secret/proprietary information as specified/restricted in the RFGA?	4.3/5.2, B.		

Has the grant applicant proposed any changes to the ODJFS model 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 an applicant’s score. However, any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a grant agreement may result in the disqualification of the applicant and its submission.	Proposed changes YES	Proposed changes NO
	Disqualified YES	Disqualified NO
If changes were proposed by this applicant, are those changes such that ODJFS disqualifies the applicant?		

PHASE II: Criteria for Scoring the Technical Application

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

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

Technical Performance Scoring Definitions:

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

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

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

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

A Technical Application's total PHASE II score will be the sum of the point value for all the evaluation criteria. The ART will collectively score each individual qualifying application. Technical Applications which do not meet or exceed a total score of at least **140 points** (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **184 points**, will be disqualified from further consideration, and its Program Budget will not be considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the application score sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
Organizational Experience and Capabilities (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.)								
1.	The applicant has demonstrated that they have at least two (2) years of experience in providing training to businesses within Ohio.	2.2, A., 1.	3					
Key Staff Experience and Capabilities (Key positions will require profiles and resumes.)								
2.	The applicant has demonstrated that they have leadership in place that has at least one (1) year of experience in managing similar types of projects.	2.2, B., 1.	2					
3.	The applicant has provided identification of the staff person that will be assigned as Grant Manager; detail of the responsibilities of that role for this project; and a detailed discussion how this individual is qualified to perform those responsibilities.	2.2, B., 2.	2					
4.	The applicant has provided identification of a staff person with a bachelor's degree in accounting or at least one (1) year of accounting experience with federal grants.	2.2, B., 3.	2					
5.	The applicant has demonstrated that they have staff already in place with at least one (1) year of experience in providing classroom, audio, and electronic forms of training to groups of five (5) or more people.	2.2, B., 4.	2					
Narrative Structures of Proposed Project —the Proposed Work Plan								
6.	The applicant has provided a technical approach and work plan to be implemented with regard to the applicant's proposed training service(s) as listed in Sec. 3.1 of this RFGA. This includes a proposed timeline for the project.	3.2, A.	3					
7.	The applicant has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	3.2, B.	1					
8.	The applicant has provided a current organizational chart (including identifying any subgrantees) and specified the key management and administrative personnel who will be assigned to this project. If subgrantee(s) have not been identified, the applicant must provide a timeline for the eventual selection thereof.	3.2, C.	1					
Project Outcomes and Measures								
9.	The applicant has provided a plan as to how they will provide monthly reports on the status and progress of the following: A. Number of PFCC providers participating by service; B. Providers star rating at beginning of participation (unrated, 1, 2, 3, 4 or 5); and, C. Providers star rating at the end of the participation (unrated, 1, 2, 3, 4 or 5).	3.3	2					
Proposal Organization								
10.	The applicant has submitted an application which complies with the specified submission format.	5.2	0.25					
11.	The applicant has submitted an application which complies with the page limits as specified in the Application.	5.2	0.25					
Column Subtotal of "Partially Meets" points								
Column Subtotal of "Meets" points								
Column Subtotal of "Exceeds" points								

TOTAL SCORE:		
---------------------	--	--

Based upon the Phase II A. Total Technical Score earned, does the vendor’s application proceed to Phase III for consideration of the proposed Project Budget? (Vendor’s Total Phase II A. Technical Score must be at least 140 points.)

Yes _____ No _____ (If “No,” Vendor’s Technical Application will not receive further consideration and their Project Budget will not be considered.)

PHASE III: Criteria for Considering the Proposed Project Budget

PHASE III. — Project Budget Evaluation		Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
1.	The applicant has submitted a fully completed and signed Project Budget for their proposed program.	5					
2.	The applicant has submitted a budget narrative that describes the costs and provides any necessary calculations for each budget line item.	5					
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
PHASE III. TOTAL SCORE: [100 max. allowable points]							
		APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]:					