



Department of  
Job and Family Services

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

October 26, 2015

Dear Potential Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services' (ODJFS) Request for Grant Applications (RFGA) number JFSR1617228104 on behalf of the Ohio Children's Trust Fund (OCTF) for the purpose of obtaining up to eight (8) qualified vendors, one (1) per each defined region in the State of Ohio, to serve as that respective region's Regional Prevention Coordinator. The OCTF will allow applicants to propose to serve multiple regions as a Regional Prevention Coordinator. Applicants who propose to serve as Regional Prevention Coordinator for more than one region must submit separate applications for each region.

The Regional Prevention Coordinator will convene meetings and facilitate discussions for both the council and the workgroups for each region that will result in the development and implementation of child abuse and child neglect prevention programming throughout the region. The vendor will attend all council and workgroup meetings and will work with the county prevention specialists to conduct comprehensive needs assessments and create a regional prevention plan. The regional prevention plan will align with the needs identified for families throughout each county in the region based on the results of the comprehensive needs assessment and will be supported by both qualitative and quantitative data analysis. The regional prevention plans that are submitted to the OCTF Board will contain strategies and requested funding amounts to provide child abuse and child neglect prevention services to families and communities throughout the region. Each Regional Prevention Coordinator will also collaborate with each Regional Prevention Council's child abuse and child neglect prevention month planning workgroup to develop and implement Regional April Child Abuse and Child Neglect Prevention Month Activities and report on the results of those activities.

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

ODJFS, Office of Contracts and Acquisitions  
30 East Broad Street, 31<sup>st</sup> 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,

Signature on File

Jay Easterling  
Deputy Director  
Contracts and Acquisitions

30 East Broad Street  
Columbus, Ohio 43215  
[jfs.ohio.gov](http://jfs.ohio.gov)

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**OHIO CHILDREN'S TRUST FUND (OCTF)  
REGIONAL PREVENTION COORDINATORS**

**REQUEST FOR GRANT APPLICATIONS  
(RFGA)#  
JFSR1617228104**

**Issued By:  
The Ohio Department of Job and Family Services**

**REQUEST FOR GRANT APPLICATIONS (RFGA):  
OCTF REGIONAL PREVENTION COORDINATORS  
RFGA #: JFSR1617228104**

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**REQUEST FOR GRANT APPLICATIONS (RFGA):  
OCTF REGIONAL PREVENTION COORDINATORS  
RFGA # JFSR1617228104**

**SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION**

**1.1 Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) on behalf of the Ohio Children’s Trust Fund (OCTF) for the purpose of obtaining up to eight (8) qualified vendors, one (1) per each defined region in the State of Ohio, to serve as that respective region’s Regional Prevention Coordinator. The OCTF will allow applicants to propose to serve multiple regions as a Regional Prevention Coordinator. Applicants who propose to serve as Regional Prevention Coordinator for more than one region must submit separate applications for each region.

The Regional Prevention Coordinator will provide administrative support to the Regional Prevention Council as well as attend all council meetings and workgroups. Furthermore, the Regional Prevention Coordinator will collaborate with the county prevention specialists to perform a comprehensive regional needs assessment that will be utilized to devise child abuse and child neglect prevention strategies and activities that will serve families within the region.

The OCTF is seeking applications from vendors who have experience performing comprehensive needs assessments for entities located in the State of Ohio, as well as utilizing results of such needs assessments to develop and implement an action plan and logic model pertaining to prevention programming, and measuring effectiveness of prevention methods. Additionally, vendors should have extensive experience as a facilitator, demonstrating their abilities in convening large groups of stakeholders to accomplish a common goal.

For the purpose of this RFGA, the term “vendor” or “applicant” shall be defined as an organization interested in this opportunity. The term “grantee” is used in reference to the successful applicant selected through this RFGA. The terms “application” and “proposal” may be used interchangeably in this RFGA to indicate the package of materials and information to be submitted by applicants to ODJFS in order to be considered for award of the grant for this work. In addition to describing the work to be performed under the resulting grant agreement for this project, this RFGA also establishes the standards and processes that ODJFS will use to evaluate applicant proposals and select the applicants to be awarded the resulting grant agreements. The awards that result from this RFGA process will be formalized as agreements, also referred to as grant agreements, between the grantees and ODJFS.

**1.2 Background**

The OCTF is Ohio’s sole public funding source dedicated to child abuse and child neglect prevention, through implementation of programs and prevention activities throughout the state. From establishing guidelines for evidence-based program development to accessing innovative prevention curricula; producing educational and public awareness materials; and impacting social service policy legislation, the OCTF provides expertise and resources for legislators, the media, state agencies, and the public. The mission of the OCTF is to prevent child abuse and child neglect through investing in strong communities, healthy families and safe children.

Since its creation in 1984, the OCTF has funded primary and secondary prevention strategies conducted at the local level, in addition to initiatives and projects of statewide significance, which are all designed to strengthen families and prevent child abuse and child neglect. Primary prevention is defined as services and programs that promote the general welfare of all children and families before abuse or neglect occurs. Primary prevention programs are accessible to everyone in the community or target populations at risk for abuse and neglect. Secondary prevention programs are activities and services that are provided to a specific population identified as having risk factors for child abuse and child neglect and are designed to intervene at the earliest warning signs of child abuse or child neglect, or whenever a child can be identified as being at risk for abuse or neglect.

Starting in State Fiscal Year (SFY) 2016, local trust fund prevention efforts will be led by Regional Prevention Councils. Each council will be directed by a Regional Prevention Coordinator and led by county prevention specialists. The coordinator for each region will provide administrative support to the council as well as select a non-voting Chairperson for the council. Together, the Regional Prevention Coordinator and Chairperson will convene meetings at least quarterly and establish standing workgroups for each Regional Prevention Council. The coordinator will attend all council meetings and workgroups and will work with the county prevention specialists to conduct comprehensive needs assessments and create a regional prevention plan. Once the council approves the plan and it is submitted to and approved by the OCTF Board, each Regional Prevention Coordinator may contract with local service providers to serve families in the region and will ensure that the plan is implemented correctly and that all progress is measured and reported.

The eight regions and the Ohio counties they comprise are listed below:

- Northwest Ohio Regional Prevention Council:* Defiance, Erie, Fulton, Hancock, Henry, Huron, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Van Wert, Williams, Wood and Wyandot.
- Great Lakes Ohio Regional Prevention Council:* Ashtabula, Cuyahoga, Geauga and Lake.
- Northeast Ohio Regional Prevention Council:* Ashland, Columbiana, Holmes, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull and Wayne.
- Western Ohio Regional Prevention Council:* Allen, Auglaize, Champaign, Clark, Darke, Greene, Hardin, Logan, Mercer, Miami, Montgomery, Preble and Shelby.
- Central Ohio Regional Prevention Council:* Crawford, Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Marion, Morrow, Pickaway, Richland and Union.
- Eastern Ohio Regional Prevention Council:* Belmont, Carroll, Coshocton, Guernsey, Harrison, Jefferson, Monroe, Muskingum, Noble and Tuscarawas.
- Southwest Ohio Regional Prevention Council:* Adams, Brown, Butler, Clermont, Clinton, Hamilton, Highland and Warren.
- Southeast Ohio Regional Prevention Council:* Athens, Gallia, Hocking, Jackson, Lawrence, Meigs, Morgan, Perry, Pike, Ross, Scioto, Vinton and Washington.

The members who will serve on the abovementioned eight Regional Prevention Councils will be appointed via two ways and will be referred to as county prevention specialists. Boards of County Commissioners may appoint up to two county prevention specialists per county for a term of two years. The OCTF Board may appoint additional members to serve for a term of three years. All members may serve two consecutive terms. County prevention specialists may include experts in child welfare, addiction, mental health, developmental disabilities, education, juvenile justice, medicine, or child abuse and child neglect prevention. Parents and members of the faith-based community are also welcome to apply. County prevention specialists attend council meetings, serve on at least one workgroup, help develop the needs assessments, collaborate on assembling and implementing the regional prevention plan, ensure that deliverables and outcomes are met, and help with data collection and progress reporting.

The Regional Prevention Coordinator for each region will contract, if necessary, with local service providers to offer child abuse and child neglect prevention services to families and children in the region. The providers will be responsible for ensuring the completion of assessments of families and children before and after they receive services, as well as report outcomes back to the coordinator and council.

### **1.3 Overview of the Project**

The OCTF is seeking up to eight (8) vendors to serve as Regional Prevention Coordinators that will provide administrative support to the eight Regional Prevention Councils to convene meetings and facilitate discussions, for both the council and the workgroups for each region, that will result in the development and implementation of child abuse and child neglect prevention programming throughout the region. The vendor will attend all council and workgroup meetings and will work with the county prevention specialists to conduct comprehensive needs assessments and create a regional prevention plan. The regional prevention plan will align with the needs identified for families throughout each county in the region based on the results of the comprehensive needs assessment and will be supported by both qualitative and quantitative data analysis. The regional prevention plans that are submitted to the OCTF Board will contain strategies and requested funding amounts to provide child abuse and child neglect prevention services to families and communities throughout the region. Please note: funding amounts for the delivery of programming and/or services in the regions will be submitted to the OCTF Board as part of the submission of the Regional Child Abuse and Child Neglect Prevention Plan, and not as part of this RFGA. The Regional Prevention Coordinator will ensure that the plan is implemented correctly and that all progress is measured and reported per OCTF guidelines. Regional prevention plan will also be accompanied with a strategic outreach plan that will be developed and implemented by the Regional Prevention Coordinator as well as completion of a logic model.

Each Regional Prevention Coordinator will also collaborate with each Regional Prevention Council's child abuse and child neglect prevention month planning workgroup to develop and implement Regional April Child Abuse and Child Neglect Prevention Month Activities and report back to the Regional Prevention Council and the OCTF on the results of those activities.

### **1.4 Objectives of the Project**

Through this RFGA process, the State seeks up to eight (8) vendors to perform all administrative functions of the Regional Prevention Councils as well as serve as the lead entity in completing regional comprehensive needs assessments, develop a regional child abuse and child neglect prevention plan and logic model, implement the regional child abuse and child neglect prevention plan by contracting with service providers,

develop and implement an outreach strategy for the regional prevention plan, raise awareness of child abuse and neglect prevention month, and track outcomes and report results back to the OCTF.

### 1.5 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
October 26, 2015	ODJFS Releases RFGA to Potential Vendors on DAS/ODJFS Web Sites; Q&A Period Opens <ul style="list-style-type: none"> <li>- RFGA becomes active</li> <li>- Vendors may submit inquiries for RFGA clarification</li> </ul>
November 9, 2015	Vendor Q&A Period Closes, 8 a.m. (for inquiries for RFGA Clarification) <ul style="list-style-type: none"> <li>- No further inquiries for RFGA clarification will be accepted</li> </ul>
November 16, 2015	ODJFS provides Final Vendor Question & Answer Document (estimated)
<b>November 30, 2015</b>	<b>Deadline for Vendors to Submit Applications to ODJFS (3 p.m.)</b> <ul style="list-style-type: none"> <li>- This is the application/proposal opening date, beginning the ODJFS process of proposal review. <b>LATE PROPOSALS WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS MADE.</b></li> </ul>
December 14, 2015	ODJFS Issues Grant Award Notification Letter (estimated) <ul style="list-style-type: none"> <li>- Vendors that submitted applications in response to this RFGA will be sent letters stating whether their application was accepted for award of the grant</li> </ul>
January 4, 2016	Implementation* (estimated—following notification of all contractual and funding approvals) <ul style="list-style-type: none"> <li>- ODJFS grant agreements are not valid and effective until the state Office of Budget Management approves the purchase order.</li> </ul>
June 30, 2017	Project Completion - All work must be completed and approved by the OCTF Agreement Manager
07/01/17 through 06/30/19	Grant renewal periods** State Fiscal Years 2018, 2019, 2020 and 2021.
07/01/19 through 06/30/21	The potential exists for two additional biennial renewals at the option of ODJFS.

\* 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 grantees 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 grantees 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 January 4, 2016 through June 30, 2017, with multiple renewals to be in effect, contingent upon satisfactory performance, continued availability of funding, and all required approvals, from July 1, 2017 through June 30, 2021. As state law prohibits ODJFS from making financial commitments beyond the fiscal biennium (e.g., 7/01/17 through 6/30/19), the agreements with the grantees will be subject to renewal at the end of each biennial period of the project.

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.

### **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 RFGA Number *JFSR1617228104* from the list of competitive opportunities;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions; or, to view posted questions and answers,**
- \* **Select “View Q and A” near the bottom of the web page.**

Questions about this RFGA must reference the relevant part of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the potential applicant (or other interested party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. 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 interested party. ODJFS will not provide answers directly to the applicants (or any interested 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.

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

Requests for copies of any previous RFGAs, RLBs, RFPs (or etc.) or for past applicant proposals, score sheets or 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 Communications Prohibition**

From the issuance date of this RFGA, until an actual grant is 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 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, revisions, amendments, etc., will be posted to the website dedicated to this RFGA; and,
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential 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, Communications Prohibition, will be honored. The posted time frames for ODJFS responses to Internet 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, e-mail or fax and shall contain the following information:
  - a. The name, organization (if applicable), address, telephone and fax number 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

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

### **1.8 Time Frames and Funding Available**

ODJFS is seeking to enter into an agreement with a maximum of up to eight (8) grantees commencing approximately January 4, 2016 (or upon notification of all grant and funding approvals), and ending June 30, 2017, with the option to renew the grant agreements for an additional two biennial renewals.

The actual dollar amounts awarded for selected applications will be based on the amount of state and federal funding made available to OCTF/ODJFS, and the number of grant applications which are both qualified and selected for award. Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS. To make its final selection of applications, which will receive awards and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations and funding available.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Grant applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of access and visitation for families in their counties.

Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, the grant agreements with the grantees will be subject to renewal each biennium. Renewal is contingent upon the availability of funds and satisfactory performance by the grantee.

Grant applicants are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget if the project budgets of all technically qualifying applicants are in excess of the available funding for this project. Please refer to Section 6.1 C. of this RFGA for further information on ODJFS procedures to be implemented if this occurs.

If funds are not adequately utilized by any grantees over the life of the project/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 II. VENDOR EXPERIENCE AND QUALIFICATIONS**

### **2.1 Mandatory Applicant Qualifications**

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

- A. A narrative and a copy of a report that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor's ability to conduct and complete a needs assessment including knowledge of health and human services prevention (e.g. child maltreatment, infant mortality, substance abuse, etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis;
- B. A narrative and a copy of a completed logic model that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor's ability to identify indicators and outcomes and create logic models for prevention programming;
- C. A narrative that provides an example of when the vendor demonstrated strong facilitation skills and convened diverse stakeholders to accomplish a shared goal within the past five (5) years;
- D. A narrative that provides an example of the vendor's cultural competence and ability to engage diverse partners, as well as an example of an outreach campaign and/or strategy utilized to engage diverse populations that occurred within the past five (5) years;
- E. A narrative and a copy of a report for at least one project completed in the past five (5) years which demonstrates the vendor's, or subcontractor's on behalf of the vendor, experience in developing and launching a communications and marketing campaign, explaining the impact the campaign had on the organization and the community;
- F. A narrative and a copy of a report that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor's ability to analyze program and/or project data and outcomes to make strategic decisions regarding program and/or project effectiveness; and,

- G. A staffing plan that identifies the team member(s) who will be responsible for completing the work outlined in this proposal. The staffing plan must demonstrate the organization's experience in facilitation, data collection and analysis, and/or whether the vendor will subcontract services to other service providers.

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

## **2.2 Applicant 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**, **subcontractor**, and **key staff** experience and capabilities, as appropriate.)

### **A. Organizational Experience and Capabilities**

Applicants are to provide at minimum:

1. A detailed description of the vendor's qualifications and history of the vendor, as well as any relevant and current accreditations, standards and/or certifications that the vendor possesses;
2. A detailed description of the vendor's experience collaborating with prevention partners at a county-wide level and convening groups of stakeholders to accomplish a common goal;
3. An appropriate management structure and staffing as documented in a current organizational chart/Table of Organization including a description of the key positions and the work each performs;
4. A narrative that defines how the vendor's organizational structure supports a project of this size and scope; and,
5. If the organization is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, provide a photocopy (or other independently verifiable evidence) of the current certification. Additional consideration will be given to vendors that are certified in the State of Ohio as EDGE or MBE. Please see Attachment C. for scoring consideration.

### **B. Key Staff Experience and Capabilities**

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

1. Identify, by position and by name (if possible to provide name), those staff the vendor considers key to the project's success;
2. Provide a detailed description of each key position assigned to this project and the work each will perform; and,
3. Include resumes of all key staff [e.g. Project Lead, Lead Researcher, Liaison to Regional Prevention Council, and support staff (e.g. FTEs, PTEs, Graduate Assistants, etc.)] expected to supervise and/or work on the project including job titles, education, training and experience of key staff as it relates to this project.

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

### SECTION III. WORK PLAN & PROJECT OUTCOMES

#### 3.1 Scope of Project Work

Proposals submitted in response to this RFGA must reflect an understanding of, and commitment to, perform this Scope of Work fully. In developing their proposals, all applicants must fully and appropriately plan and price their proposed projects, including all necessary preparatory and intervening steps needed to achieve the stated/or the mandatory objectives. The grantees for this project will be required to perform, at minimum, the following activities/tasks:

##### A. Convening of Regional Prevention Councils

The Regional Prevention Coordinator serves as the entity that ultimately is responsible for convening and facilitating the Regional Prevention Council for the region. The grantee to serve as the Regional Prevention Coordinator will manage all logistics of council meetings and subsequent workgroup meetings, as well as ensure all business transactions are conducted in public meetings. This is an ongoing process that will continue throughout the duration of the funding period.

The Regional Prevention Councils are charged with collaborating with the Regional Prevention Coordinator to establish standing workgroups, develop comprehensive needs assessments, design a regional prevention plan, guide the plan's implementation, and collect and review strategy outcomes for reporting purposes.

The vendor who is selected as the Regional Prevention Coordinator is responsible for the completion of the abovementioned tasks, but council members are charged with providing local expertise to the coordinating entity so that these strategies are most effective for the

region. The grantee will submit, on behalf of the Regional Prevention Council, the council approved prevention plan into the online system for OCTF review and approval.

B. Planning Phase for Regional Prevention Councils

The grantee will be responsible for coordinating the planning phase for the Regional Prevention Councils that will result in the completion of a comprehensive needs assessment, as well as the development of a Regional Child Abuse and Child Neglect Prevention Plan, accompanying logic model and outreach plan, and a Regional April Child Abuse and Child Neglect Prevention Month plan. Three workgroups composed of county prevention specialists will be established to develop the items to be completed in the Planning Phase. These workgroups are as follows: (1) a child abuse and child neglect prevention month planning workgroup, (2) a needs assessment workgroup, and (3) a prevention plan workgroup.

C. Implementation Phase of Regional Strategies

The grantee will contract (if necessary) with selected service providers to implement the council approved Regional Child Abuse and Child Neglect Prevention Plan and the Regional April Child Abuse and Child Neglect Prevention Month Activities as submitted to and approved by the OCTF Board. The Regional Prevention Coordinator is responsible for ensuring both plans adhere to implementation fidelity and will closely collaborate with the Regional Prevention Council to monitor and track outcomes and fiscal expenditures.

D. Reporting Phase of the Regional Child Abuse and Child Neglect Prevention Plan

The grantee will compile data submitted to the Regional Prevention Council by the service providers to complete quarterly progress reports, as well as annual reports of completed programming and/or strategies. These reports will be submitted to the OCTF by their due date and will be accompanied by fiscal reports outlining expenditures. Reports must also be provided to the Boards of County Commissioners for each county of the region.

### **3.2 Deliverables**

The Regional Prevention Coordinator will serve in this role for up to six (6) years and will be responsible for performing the duties in the resulting grant agreement as delineated below:

A. Regional Prevention Council Administration

1. The Regional Prevention Coordinator is responsible for planning and facilitating the Regional Prevention Council meetings. These meetings must convene at a minimum of once per quarter, but can meet more frequently as established by the Regional Prevention Council Chairperson. Responsibilities for administration of the Regional Prevention Council are as follows:

- a. Manage all logistics of the council meetings, including securing meeting space and audiovisual and technology needs; convening council members; preparing, printing and copying meeting materials; attending all meetings; and taking meeting minutes;
  - b. Ensure all business transactions of each council be conducted in public meetings and public notice of meetings must specify the time and place of the meetings;
  - c. Conduct the first meeting no later than the **4th quarter of SFY 2016**. At the conclusion of the first meeting, a schedule of subsequent meetings must be provided to the Ohio Children's Trust Fund through SFY 2017, detailing proposed dates and times of meetings. The schedule for additional Regional Prevention Council meetings must be submitted to the Ohio Children's Trust Fund at a minimum of 3 months prior to the next meeting beginning in SFY 2018 and 3 months prior to the beginning of each subsequent state fiscal year as applicable through June 30, 2021. Meetings must occur, at a minimum, quarterly for each state fiscal year;
  - d. Identify a representative to serve as their Council liaison who must attend all council meetings. This individual will serve as a non-voting member of the council; and,
  - e. Administer survey to council members both pre and post to track outcomes that determine levels of collaboration among council members. The OCTF will provide the survey tool to utilize for this requirement.
2. The Regional Prevention Coordinator is responsible for planning and facilitating the Regional Prevention Council's workgroup meetings. The workgroups are as follows: (1) a child abuse and child neglect prevention month planning workgroup, (2) a needs assessment workgroup, and (3) a prevention plan workgroup. These meetings will occur as needed in order to complete the assigned tasks of the workgroups. Responsibilities for administration of the Regional Prevention Council workgroups are as follows:
- a. Submit workgroup assignments to the OCTF after the initial Regional Prevention Council meeting or within two months thereafter;
  - b. Manage all logistics of convening workgroups, including securing meeting space and audiovisual and technology needs; convening workgroup members; preparing, printing and copying workgroup meeting materials; attending all workgroup meetings; and taking workgroup meeting minutes;
  - c. Ensure all business transactions of each workgroup be conducted in public meetings and public notice of workgroup meetings must specify the time and place of the meetings;
  - d. Inform the OCTF of progress of workgroups and completion of tasks as requested by OCTF staff; and,
  - e. Administer survey to workgroup members both pre and post to track outcomes that determine levels of collaboration among workgroup members. The OCTF will provide the survey tool to utilize for this requirement.

B. Selection of Regional Prevention Council Chairperson

The Regional Prevention Coordinator is responsible for selecting the Chairperson of the Regional Prevention Council who will serve as a non-voting member. The process for selecting the chairperson is as follows:

1. Select an individual from the current council members as appointed by the region's boards of county commissioners or OCTF board appointed members. This selection must occur prior to the first meeting of the Regional Prevention Council, which must occur no later than the **4<sup>th</sup> quarter of SFY 2016**;
2. Submit to the OCTF the name of the individual selected as the Council Chairperson as well as a listing of the individual's qualifications; and,
3. Subsequent selection of the Regional Prevention Council Chairperson will occur every three (3) years, or upon vacancy of the position, whichever is earlier.

C. Completion of Comprehensive Needs Assessments for Region

The Regional Prevention Coordinator is responsible for conducting the comprehensive needs assessments for the region, to occur every 5 years, that will identify the child abuse and child neglect prevention needs of all counties within the region. A baseline comprehensive needs assessment will be completed prior to submitting a Regional Prevention Plan to the OCTF as specified in Section 3.2, D. 1-7. The completion of a subsequent comprehensive needs assessment will occur within five (5) years. Specifically, the grantee will be required to:

1. Conduct a comprehensive baseline needs assessment that would outline the occurrence of child maltreatment (physical abuse, sexual abuse, neglect, etc.) by age, race, etc. for all counties that encompass the region you are applying to serve as Regional Prevention Coordinator.
  - a. Conduct a quantitative analysis which identifies relevant data sources related to child maltreatment and well-being within the region, including those already being collected by state and local agencies as well as occasional and one-time original data collection efforts;
    - Data analysis must also include secondary factors that contribute to child maltreatment;
  - b. Conduct an environmental scan to identify significant trends, issues, and developments in the area of child well-being, identifying current strategies and gaps of service throughout the region;
  - c. Conduct a qualitative analysis resulting from conducting focus groups with agencies, coalitions, stakeholders, local providers, families served, etc. to solicit feedback; and,
  - d. Prepare and submit a final baseline comprehensive needs assessment report to the OCTF and to each board of county commissioners within their region by no later than **September 30, 2016**.
2. Conduct a subsequent comprehensive needs assessment within five (5) years that would outline the occurrence of child maltreatment (physical abuse, sexual abuse, neglect, etc.) by age, race, etc. for all counties that encompass the region you are applying to serve as Regional Prevention Coordinator. This needs assessment is intended to demonstrate progress of the Regional Prevention Plan.
  - a. Conduct a quantitative analysis which identifies relevant data sources related to child maltreatment and well-being within the region, including those already being collected

by state and local agencies as well as occasional and one-time original data collection efforts;

- Data analysis must also include secondary factors that contribute to child maltreatment;
- b. Conduct an environmental scan to identify significant trends, issues, and developments in the area of child well-being, identifying current strategies and gaps of service throughout the region;
- c. Conduct a qualitative analysis resulting from conducting focus groups with agencies, coalitions, stakeholders, local providers, families served, etc. to solicit feedback; and,
- d. Prepare and submit a final comprehensive needs assessment report to the OCTF and to each board of county commissioners within their region by no later than **September 30, 2020**.

D. Creation and Implementation of Regional Child Abuse and Child Neglect Prevention Plan

The Regional Prevention Coordinator will work with county prevention specialists in the region to assemble the regional prevention plan based on the OCTF Board guidelines. The regional plan will be comprised of child abuse and child neglect prevention programs and/or services that have been identified as recommended strategies by the baseline comprehensive needs assessment. The grantee in collaboration with the Regional Prevention Council will develop budgets for each strategy(ies) based on the OCTF Board guidelines and submit them as part of the regional prevention plan. Please note: applicants should not include budgets for the delivery of programming and/or services in the region as part of this RFGA.

The initial Regional Child Abuse and Child Neglect Prevention Plan must be submitted to the OCTF by **November 15, 2016**. If the plan contains strategies that are not proposed to be implemented throughout the entire duration of the funding period (through June 30, 2021), each subsequent Regional Child Abuse and Child Neglect Prevention Plan must be submitted to the OCTF by March 1 of the state fiscal year prior to which the activities will take place. Serving as the Regional Prevention Council's administrative agent, the coordinator shall submit the council approved prevention plan on behalf of the Regional Prevention Council. Specifically, the grantee will be required to:

1. Develop the region's Child Abuse and Child Neglect Prevention Plan pursuant to application guidelines as established by the OCTF Board utilizing results from completion of the baseline comprehensive regional needs assessment as well as develop a detailed budget and determine a funding amount for the first year of implementation of the regional prevention plan, in addition to providing estimates for year's two – five strategies. The budget must be accompanied by a narrative identifying the research methods utilized that produced the proposed budgetary results estimating the prevention plan's costs per year;
2. Ensure the plan provides services to persons throughout every county in the region of various social and economic backgrounds, addresses child abuse and child neglect prevention, and promotes strengthening families and improving child well-being;
3. Track and monitor the numbers of individuals directly and indirectly served for each strategy that is encompassed in the plan, including demographic information of individuals;

4. Make evident that the plan demonstrates how it maximizes participation of vulnerable populations, including a description of outreach activities that the applicant will take to maximize the participation of parents, racial and ethnic minorities, children and adults with disabilities, homeless families and those at risk of homelessness, unaccompanied homeless youth, adult former victims of child abuse and neglect or domestic violence, members of other underserved or underrepresented groups, fathers, and any other special populations that meet local needs;
5. Develop a program implementation timeline that details how the activities and strategies will be implemented over the course of the funding period;
6. Identify the outcomes to be achieved via each strategy as well as the measurement tools that will track each outcome, ensuring that tools are validated and systems are in place to maintain and monitor participant assessments and data logs where results can be compared and analyzed. Prior approval must be received in order to utilize any locally developed evaluation design(s) and/or instrument(s) that will be incorporated as a mechanism to measure program outcomes; and,
7. Implement the prevention plan by selecting (and contracting if necessary) service providers to complete the activities and strategies of the prevention plan submitted and approved by the OCTF Board. The grantee must ensure that service providers adhere to the fidelity of the plan submitted to the Trust Fund as well as ensure assessments are distributed and completed by program participants. The grantee will monitor service provider performance and will report results and outcomes back to the Regional Prevention Council during council meetings.

E. Creation of Logic Model for Region

The grantee must develop a logic model to accompany the Regional Child Abuse and Child Neglect Prevention Plan that is in alignment with the OCTF's statewide logic model. Specifically, the grantee will be required to:

1. Define the long-term, intermediate-term and short-term outcome measurements to be achieved and monitored throughout the duration of the proposed Regional Child Abuse and Child Neglect Prevention Plan;
2. Make evident that needs identified in the needs assessment are addressed and tied to outcomes listed in the logic model;
3. Establish criteria and measurement tools that will track achievement of outcomes; and,
4. Submit the Regional Child Abuse and Child Neglect Prevention Logic Model to the OCTF along with the prevention plan by **November 15, 2016**.

F. Develop and Launch Regional Child Abuse and Child Neglect Prevention Outreach Plan

The Regional Prevention Coordinator must develop a Regional Child Abuse and Child Neglect Prevention Outreach Plan that will be in effect throughout the duration of the funding period. The coordinator must collaborate with the Regional Prevention Council to create this plan. The plan should include the methods the coordinator will utilize to monitor and report the numbers of those individuals who received awareness information via the regional outreach plan. The

initial Regional Child Abuse and Child Neglect Prevention Outreach Plan must be submitted to OCTF by **November 15, 2016**. Specifically, the grantee will be required to:

1. Develop marketing and promotional material to release child abuse and child neglect prevention messaging in the region. The messaging must convey the following:
  - a. Recognize the OCTF as the funder;
  - b. Identify the child abuse and child neglect prevention services that are available to families and communities within the region;
  - c. Identify the community partners who are involved and ways for others to become involved in providing and/or supporting child abuse and neglect prevention;
  - d. Utilize the OCTF logo on all promotional and marketing materials; and,
  - e. Incorporate developed outreach material when promoting the regional plan.
2. Submit a report semi-annually to the OCTF regarding the number of people who were reached via the child abuse and child neglect prevention outreach plan.

G. Develop and Implement Regional April Child Abuse and Child Neglect Prevention Month Activities

The Regional Prevention Coordinator must develop and implement Regional April Child Abuse and Child Neglect Prevention Month activities. The coordinator must collaborate with the Regional Prevention Council's child abuse and child neglect prevention month planning workgroup to determine which April activities and strategies will be utilized in the region to promote April as Child Abuse and Child Neglect Prevention awareness month. Please note: applicants should include budgets for the planning as well as the delivery of April Child Abuse and Child Neglect Prevention Month activities and/or strategies in the region as part of this RFGA.

The initial Regional April Child Abuse and Child Neglect Prevention Month proposed activities must be submitted to the OCTF by **January 31, 2017**. Each subsequent Regional April Child Abuse and Child Neglect Prevention Month proposed activities must be submitted to the OCTF by January 31 of the year in which the activities will take place. Specifically, the grantee will be required to:

1. Assess the current activities and strategies that are in existence and determine their impact on families and communities within the region;
2. Develop a plan to submit to the OCTF Board that outlines the strategies the Regional Prevention Council proposes to implement during April Child Abuse and Child Neglect Prevention Month;
3. Provide a detailed budget in alignment with the vendor's approved funding amount for April expenses that will accompany the plan;
4. Ensure the OCTF Board's statewide child abuse and child neglect prevent month campaign messaging and materials are incorporated into the region's plan;
5. Identify how participants served in each county in the region via programming and outreach strategies will be tracked;

6. Utilize the OCTF logo on all promotional and marketing materials, as well as recognize the OCTF as the funder;
7. Contract if necessary with service providers to implement the Regional April Child Abuse and Child Neglect Prevention Plan approved by the OCTF Board. The grantee must ensure that service providers adhere to the fidelity of the plan submitted to the Trust Fund, as well as monitor service provider performance; and,
8. Submit a Final Summary and Fiscal Report to the OCTF via the online system by **June 1** of the year in which the activities took place.

H. Reporting Requirements of Regional Prevention Coordinator

The Regional Prevention Coordinator is responsible for submitting all reports on behalf of the council as outlined in this proposal. Specifically, the grantee will be required to:

1. Submit quarterly progress update reports pertaining to the regional child abuse and child neglect prevention plan strategies, as well as correlating fiscal reports for those strategies;
2. Submit an annual report of project deliverables completed; and,
3. Provide additional reports as requested by the OCTF.

### 3.3 Proposed Work Plan

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

- A. Provide a cover letter that identifies which region [as listed in Section 1.2 of this RFGA] the applicant is proposing to serve as its Regional Prevention Coordinator as well as a narrative explaining why the applicant is best suited to serve as Regional Prevention Coordinator for the identified region. Applicants who propose to serve as a Regional Prevention Coordinator for more than one region must submit separate applications for each region, including separate cover letters;
- B. Provide a technical approach and work plan to be implemented that demonstrates how the applicant will be successful in performing all activities and sub-activities listed in Section 3.1, A-D as well as all deliverables and sub-deliverables as specified in Section 3.2, A-H., of this RFGA. This shall include a proposed timeline for the project; and,
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems.

## SECTION IV. OTHER REQUIREMENTS

### 4.1 Interview

Vendors submitting applications may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include staff from the OCTF. ODJFS reserves the right to

select from responding applicants for interviews and may not interview all applicants submitting applications. The grant applicant shall bear all costs of any scheduled interview.

#### **4.2 Start Work Date**

The 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 grantees will be notified by the OCTF Grant Manager when work may begin. Any work begun by the grantee prior to this notification will NOT be reimbursable by ODJFS.

#### **4.3 Application Costs**

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

#### **4.4 Trade Secrets Prohibition; Public Information Disclaimer**

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

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

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

#### **4.5 Grant Agreement Requirements**

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

- E. The grantee, and any sub-grantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any sub-grantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any sub-grantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any sub-grantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any sub-grantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis;
- H. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect; and
- I. Each county CSEA selected for participation in this program must agree to collect, maintain and report specific data on each component of their program as requested by ODJFS. Grantees will be required to submit quarterly reports in a standardized format, which will be supplied by ODJFS. Each county CSEA must also agree to participate in any data collection or evaluation required by the federal Office of Child Support Enforcement.

#### **4.6 Sub-grantee(s)**

Any grantee proposing to use a sub-grantee(s) for any part of the work described in this RFGA, must clearly identify the sub-grantee(s) in their application. The application must include a sub-grantee agreement from the proposed sub-grantee(s) (see Attachment A), signed by a person authorized to legally bind the sub-grantee(s), indicating the following:

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

Please note: The required information outlined above does not pertain to prospective sub-grantee(s) that may be selected as part of the Regional Child Abuse and Child Neglect Prevention Plan and Regional April Child Abuse and Child Neglect Prevention Month.

#### **4.7 Public Release of Records**

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

#### **4.8 Confidentiality**

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

#### **4.9 Key Personnel**

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

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

#### **4.10 Ethical and Conflict of Interest Requirements**

- A. No vendor 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 vendor or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any grantee or potential grantee that violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the agreement or refusal by ODJFS to enter into a grant agreement; and
- D. ODJFS employees and grantees who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

#### **4.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements**

As a condition of receiving a contract from ODJFS, the grantee, and any sub-grantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health

Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto. The grantee 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) copies of the Technical Application must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m., Monday, November 30, 2015.** 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, 31<sup>st</sup> Floor  
Columbus, OH 43215

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

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.

### **5.2 Format for Submission of the Application**

To be accepted and forwarded to the RFGA Application Review Team (ART), an application must include Item A. (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's Technical Application must contain the following components (organized in 5 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as Tab 5. ODJFS reserves the right not to review submitted appendices which include information/materials that

was/were not required in the RFGA. *Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 75 pages. All pages shall be sequentially numbered.*

Grant applicants must organize their application in the following order:

- Tab 1** Required Applicant Information and Certifications Document
- Tab 2** Vendor Experience and Qualifications
  - Sub-Tab 2.1** Mandatory Applicant Qualifications
  - Sub-Tab 2.2** Applicant and Staff Qualifications
    - A). Organizational Experience and Capabilities
    - B). Key Staff Experience and Capabilities of the Applicant
- Tab 3** Proposed Work Plan (As defined in Section 3.3)
- Tab 4** Project Budget
- Tab 5** Examples, other

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

#### **A. Technical Application**

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

**IMPORTANT:** The Technical Application is defined as any part of the applicant's 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 sub-grantees, etc., which is not specifically identified by ODJFS as a required component.

#### **1. Required Applicant Information and Certifications Document (Tab 1)**

Attachment A., Section I. --In this section, the vendor 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." Vendors may, at their discretion, either print Attachment A., Section I., complete and sign it, and return it as the content of their proposal Tab 1; or they may provide all the required information and certifications (each fully restated from Attachment A.) on their own letterhead, properly signed, and include that replication in their proposal Tab 1. Vendors who fail to provide all information and certifications as described in Attachment A., Section I. in their proposal Tab 1 will be disqualified.

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

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

In the event that the vendor proposes the use of any sub-grantee(s), information on the sub-grantee(s) and letters of commitment as required by Section 4.6, Sub-grantee(s) should also be provided in Tab 1.

## **2. Vendor Experience and Qualifications (Tab 2)**

### **a. Mandatory Applicant Qualifications (Sub-Tab 2.1)**

The applicant must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 2.1 (A-G), of this RFGA.

### **b. Organizational Experience and Capabilities (Sub-Tab 2.2 A.)**

The applicant must include information [and documentation/certification(s)] to demonstrate how the vendor meets the organizational experience and capabilities as described in Section 2.2, A. (1-5), of this RFGA.

### **c. Key Staff Experience and Capabilities (Sub-Tab 2.2 B.)**

The applicant must include information to demonstrate how the vendor meets the organizational experience and capabilities as described in Section 2.2, B. (1-3), of this RFGA. Applicants are to provide required resumes and/or curriculum vitae.

## **3. Proposed Work Plan (Tab 3)**

In this section, the applicant should describe in detail the required items as listed in Section 3.3 of this RFGA which includes: the applicant's cover letter and a detailed approach as to how the vendor proposes to successfully perform, at minimum, each activity of the scope of work identified in Sections 3.1 and the deliverables as specified in Section 3.2 of this RFGA. The responses must address each activity separately and fully. Applicants should place their responses for each scope of work activity and

deliverable identified in Sections 3.1 and 3.2 behind separate sub-tabs as described above.

#### **4. Project Budget (Tab 4)**

The Project Budget must include a fully completed and signed Budget Form as provided as Attachment D., of this RFGA. The individual and total cost of all the preparatory activities and deliverables should be included on this form.

The grantees may keep up to 10% of the award to cover their administrative costs. This 10% administrative cap includes, but is not limited to, all costs related to the administrative activities of the project including personal salaries, fringe benefits, vacation, holiday pay, sick leave, other paid leave, pension plan, group insurance, compensation insurance, payroll taxes, repair and maintenance, employee-related expenses, supplies, communications, leases, depreciation, sales taxes, facilities, travel, etc.

#### **5. Examples, other (Tab 5 – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)**

### **B. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:**

The Technical Application is defined as any part of the applicant's 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 sub-grantees, etc., which is not specifically identified by ODJFS.

- Any trade secret, proprietary, or confidential information (as defined in Section 4.4 of this RFGA) found anywhere in a vendor's proposal shall result in immediate disqualification of that vendor's proposal.
- Any sensitive personal information on vendor *or* sub-grantee staff (e.g., social security numbers, addresses) must be omitted from vendor proposals, or rendered fully unreadable, or ODJFS may at its option disqualify the vendor from any consideration.

## **SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION**

### **6.1 Scoring of Applications**

ODJFS will contract with grantees that best demonstrate the ability to meet requirements as specified in this RFGA. Grant applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Project Budget. All applications will be reviewed and scored by an Application Review Team (ART), comprised of OCTF stakeholders. 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 IV of this RFGA. Any applications not meeting the requirements contained in Sections II,

III, and IV 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. **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 IV of this RFGA. Using the score sheet for Phase II scoring (see Attachment C of this RFGA for specific evaluation criteria), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying technical application.

**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 above technical performance scoring information to review their applications for completeness, compliance, and quality.

**C. Phase III.—Criteria for Considering the Proposed 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. Grant 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 a maximum of up to eight (8) grantees. To make its final selection of applications, which will receive awards and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations and funding available. ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Results from the Interview (if appropriate) will be considered if necessary, to clarify application information.

## **SECTION VII. PROTEST PROCEDURE**

### **7.1 Protests**

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

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from this RFGA. The protest shall be in writing and shall contain the following information:
  1. The name, address, and telephone number of the protestor;
  2. The name and number of the RFGA being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by ODJFS;
  5. A statement as to the form of relief requested from ODJFS; and
  6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
  
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Contracts and Acquisitions, within the following periods:
  1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 1.5, Anticipated Procurement Timetable, of this RFGA.
  2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding vendors regarding ODJFS' intent to make the award. The date on these ODJFS letters to responding vendors is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Contracts and Acquisitions after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Deputy Director  
ODJFS Office of Contracts and Acquisitions  
30 East Broad Street, 31st Floor  
Columbus, Ohio 43215
- E. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- F. ODJFS' Office of Contracts and Acquisitions shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

## 7.2 Caveats

**ODJFS is under no obligation to issue a grant award 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 Application Information and Certifications (*Sign and complete and include in vendor's application*)**
- B. **ODJFS Model Grant Agreement (*For vendor reference purposes*)**
- C. **Technical Application Score Sheet (*For vendor self-evaluation purposes...do not submit*)**
- D. **Project Budget Form (*To be completed & included in application packet as specified in Sec. 5.2*)**

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Grantee Information**

**Section II - Location of Business Form**

Attachment A—Section I

**REQUIRED GRANTEE INFORMATION and CERTIFICATIONS**

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

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

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

**Applicants must provide all information**

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

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

**9. Mandatory Grantee Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Work To Be \_\_\_\_\_

Performed: \_\_\_\_\_

(a brief description) \_\_\_\_\_

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

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

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

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

**Total number of grants:** \_\_\_\_\_

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

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

**State Agency/Educational Institution:** \_\_\_\_\_

**Grant Dollar Amount:** \_\_\_\_\_

*Attach additional pages if needed*

### **11. Grantee Ethics Certification**

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

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

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

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

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

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

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

**Attachment A —Section II.**

**Location of Business Form**

Pursuant to Governor’s Executive Order 2011-12K ([www.governor.ohio.gov](http://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, 31<sup>st</sup> 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#: JFSR1617228104**

**PHASE I: Initial Qualifying Criteria**

**Applicant Name:** \_\_\_\_\_

**Region Applied For:** \_\_\_\_\_

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 provide a narrative and a copy of a report that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor’s ability to conduct and complete a needs assessment including knowledge of health and human services prevention (e.g. child maltreatment, infant mortality, substance abuse, etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis?	2.1, A.		
6	Did the applicant provide a narrative and a copy of a completed logic model that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor’s ability to identify indicators and outcomes and create logic models for prevention programming?	2.1, B.		
7	Did the applicant provide a narrative that provides an example of when the vendor demonstrated strong facilitation skills and convened diverse stakeholders to accomplish a shared goal within the past five (5) years?	2.1, C.		
8	Did the applicant provide a narrative that provides an example of the vendor’s cultural competence and ability to engage diverse partners, as well as an example of an outreach campaign and/or strategy utilized to engage diverse populations that occurred within the past five (5) years?	2.1, D.		
9	Did the applicant provide a narrative and a copy of a report for at least one project completed in the past five (5) years which demonstrates the vendor’s, or subcontractor’s on behalf of the vendor, experience in developing and launching a communications and marketing campaign, explaining the impact the campaign had on the organization and the community?	2.1, E.		
10	Did the applicant provide a narrative and a copy of a report that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor’s ability to analyze program and/or project data and outcomes to make strategic decisions regarding program and/or project effectiveness?	2.1, F.		
11	Did the applicant provide a staffing plan that: identifies the team member(s) who will be responsible for completing the work outlined in this proposal; demonstrates the organization’s experience in facilitation, data collection and analysis, and/or whether the vendor will subcontract services to other service providers?	2.1, G.		
12	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?	4.4		
13	Did the applicant remove all personal confidential information (such as home addresses and social security numbers) of applicant staff and/or of any subcontractor and subcontractor staff from resumes or any other part of the application package? [As stated in the RFGA, “ODJFS reserves the right to disqualify any vendor whose proposal is found to contain such prohibited personal information.”]	2.2		

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

## 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/Technical Application, 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 applicant’s proposal, **Score: 0**

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

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

**“Exceeds Requirement”**- Applicant proposal 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 review team will collectively score each individual qualifying application. Technical applications which do not meet or exceed a total score of at least **753** points (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **968** 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
<b>Mandatory Applicant Qualifications</b>								
1.	The applicant provided a narrative and a copy of a report that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor’s ability to conduct and complete a needs assessment including knowledge of health and human services prevention (e.g. child maltreatment, infant mortality, substance abuse etc.); experience with quantitative analysis (including data sets utilized at state or county levels); and experience with qualitative analysis.	2.1, A.	5					
2.	The applicant provided a narrative and a copy of a completed logic model that provides evidence that the vendor, or subcontractor(s) on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor’s ability to identify indicators and outcomes and create logic models for prevention programming.	2.1, B.	5					
3.	The applicant provided a narrative that provides an example of when the vendor demonstrated strong facilitation skills and convened diverse stakeholders to accomplish a shared goal within the past five (5) years.	2.1, C.	5					
4.	The applicant provided a narrative that provides an example of the vendor’s cultural competence and ability to engage diverse partners, as well as an example of an outreach campaign and/or strategy utilized to engage diverse populations that occurred within the past five (5) years.	2.1, D.	1					
5.	The applicant provided a narrative and a copy of a report for at least one project completed in the past five (5) years which demonstrates the vendor’s, or subcontractor’s on behalf of the vendor, experience in developing and launching a communications and marketing campaign, explaining the impact the campaign had on the organization and the community.	2.1, E.	3					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
6.	The applicant provided a narrative and a copy of a report that provides evidence that the vendor, or subcontractor on behalf of the vendor, has completed at least one project in the past five (5) years which demonstrates the vendor's ability to analyze program and/or project data and outcomes to make strategic decisions regarding program and/or project effectiveness.	2.1, F.	5					
7.	The applicant provided a staffing plan that identifies the team member(s) who will be responsible for completing the work outlined in this proposal. The staffing plan must demonstrate the organization's experience in facilitation, data collection and analysis, and/or whether the vendor will subcontract services to other service providers.	2.1, G.	2					
<p align="center"><b>Organizational Experience and Capabilities</b> (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.)</p>								
8.	The applicant has provided a detailed description of the vendor's qualifications and history of the vendor, as well as any relevant and current accreditations, standards and/or certifications that the vendor possesses.	2.2, A., 1.	1					
9.	The applicant has provided a detailed description of the vendor's experience collaborating with prevention partners at a county-wide level and convening groups of stakeholders to accomplish a common goal.	2.2, A., 2.	2.5					
10.	The applicant has provided an appropriate management structure and staffing as documented in a current organizational chart/Table of Organization including a description of the key positions and the work each performs.	2.2, A., 3.	3					
11.	The applicant has provided a narrative that defines how the vendor's organizational structure supports a project of this size and scope.	2.2, A., 4.	2.5					
<p align="center"><b>Key Staff Experience and Capabilities</b> (Key positions will require resumes and curriculum vitae.)</p>								
12.	The applicant has identified, by position and by name (if possible to provide name), those staff the vendor considers key to the project's success.	2.2, B., 1.	.5					
13.	The applicant has provided a detailed description of each key position assigned to this project and the work each will perform.	2.2, B., 2.	1					
14.	The applicant has included resumes of all key staff [e.g. Project Lead, Lead Researcher, Liaison to Regional Prevention Council, and support staff (e.g. FTEs, PTEs, Graduate Assistants, etc.)] expected to supervise and/or work on the project including job titles, education, training and experience of key staff as it relates to this project.	2.2, B., 3.	3					
<p align="center"><b>Scope of Project Work</b> (The selected grantees for this project will be required to perform, at minimum, the following activities/tasks.)</p>								
15.	The applicant has provided a plan as to how they will: convene and facilitate the Regional Prevention Council for the region; manage all logistics of council meetings and subsequent workgroup meetings, as well as ensure all business transactions are conducted in public meetings; collaborate with the Regional Prevention Council to establish standing workgroups, develop comprehensive needs assessments, design a regional prevention plan, guide the plan's implementation, and collect and review strategy outcomes for reporting purposes; and submit on behalf of the Regional Prevention Council, the council approved prevention plan into the online system for OCTF review and approval.	3.1, A.	5					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
16.	The applicant has provided a plan as to how they will coordinate the planning phase for the Regional Prevention Councils that will result in the completion of a comprehensive needs assessment, as well as the development of a Regional Child Abuse and Child Neglect Prevention Plan, accompanying logic model and outreach plan, and a Regional April Child Abuse and Child Neglect Prevention Month plan.	3.1, B.	4					
17.	The applicant has provided a plan as to how they will: contract (if necessary) with selected service providers to implement the Regional Child Abuse and Child Neglect Prevention Plan and the Regional April Child Abuse and Child Neglect Prevention Month Activities submitted to and approved by the OCTF Board; ensure both plans adhere to implementation fidelity; and closely collaborate with the Regional Prevention Council to monitor and track outcomes and fiscal expenditures.	3.1, C.	5					
18.	The applicant has provided a plan as to how they will: compile data submitted to the Regional Prevention Council by the service providers to complete quarterly progress reports, as well as annual reports of completed programming and/or strategies; submit reports to the OCTF by their due date that will be accompanied by fiscal reports outlining expenditures; and provide reports to the Boards of County Commissioners for each county of the region.	3.1, D.	5					
<b>Deliverables</b> (The Regional Prevention Coordinator will serve in this role for up to six (6) years and will be responsible for performing the duties in the resulting grant agreement as delineated below.)								
19.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, A., of the RFGA.	3.2, A.	5					
20.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, B., of the RFGA.	3.2, B.	.5					
21.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, C., of the RFGA.	3.2, C.	4.5					
22.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, D., of the RFGA.	3.2, D.	5					
23.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, E., of the RFGA.	3.2, E.	4					
24.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, F., of the RFGA.	3.2, F.	1.5					
25.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, G., of the RFGA.	3.2, G.	3.5					
26.	The applicant has provided a plan as to how they will perform all tasks/activities and sub-activities as specified in Section 3.2, H., of the RFGA.	3.2, H.	5					
<b>Proposed Work Plan</b>								
27.	The applicant has provided a cover letter that identifies which region [as listed in Section 1.2 of the RFGA] the applicant is proposing to serve as its Regional Prevention Coordinator as well as a narrative explaining why the applicant is best suited to serve as Regional Prevention Coordinator for the identified region. [Applicants who propose to serve as a Regional Prevention Coordinator for more than one region must submit separate applications for each region, including separate cover letters.]	3.3, A.	1.5					
28.	The applicant has provided a technical approach and work plan to be implemented that demonstrates how the applicant will be successful in performing all activities and sub-activities listed in Section 3.1, A-D as well as all deliverables and sub-deliverables as specified in Section 3.2, A-H., of this RFGA and has included a proposed timeline for the project.	3.3, B.	5					

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10	Extension
29.	The applicant has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	3.3, C.	2					
<b>Proposal Organization</b>								
30.	The applicant has submitted an application which complies with the specified submission format.	5.2	0.5					
31.	The applicant has submitted an application which complies with the page limits as specified in the Application.	5.2	0.5					
<b>Column Subtotal of "Partially Meets" points</b>								
<b>Column Subtotal of "Meets" points</b>								
<b>Column Subtotal of "Exceeds" points</b>								
<b>TOTAL SCORE:</b>								

Based upon the Phase II A. Total Technical Score earned, does the vendor's application proceed to Phase II B. for additional consideration for demonstrating being an MBE-EDGE vendor? (Vendor's Total Phase II A. Technical Score must be at least 753 points.)

Yes \_\_\_\_\_ No \_\_\_\_\_ (If "No," Vendor's Technical Application will not receive further consideration and their Project Budget will not be considered.)

PHASE II B.— Additional Consideration	RFGA Sec. Ref.	N O	YES (+10 pts.)
<b>MBE-EDGE Vendor</b> --If the submitting vendor is an Encouraging Diversity, Growth and Equity (EDGE) or Minority Business Enterprise (MBE) business, has the vendor provided a photocopy (or other independently verifiable evidence) of the current certification?	2.2, A., 5.		
<b>PHASE II. B. TOTAL POINTS:</b> [10 max. allowable points]			
<b>VENDOR'S GRAND TOTAL SCORE</b> [Phase II A. + Phase II B. pts.]:			

Based upon the Total Application Score earned, does the applicant's application proceed to the Phase III evaluation of its Project Budget? (Applicant's Grand Total Application Score must be at least 753 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 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					
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>PHASE III. TOTAL SCORE:</b> [100 max. allowable points]							
<b>APPLICANT'S GRAND TOTAL SCORE</b> [Phase II + Phase III. pts.]:							

**ATTACHMENT D:**  
**Project Budget Form and Instructions**

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On this Project Budget Form, vendors are to propose their firm, fixed, all-inclusive cost, by State Fiscal Year, for each deliverable (as specified in Section 3.2 of the RFGA). The proposed prices for each deliverable are to represent the entire cost the vendor offers for the full and successful completion of that deliverable. The sum of the proposed cost for each deliverable to be performed under the resulting grant agreement will be the vendor's total cost for successful completion of the work described in the RFGA.

Vendors are to use their business expertise in pricing the work described in the RFGA, taking into consideration any intervening steps or activities (as specified in Section 3.1, Scope of Project Work, of the RFGA) that must be performed in order to complete the work, and offer their costs accordingly, even if ODJFS does not explicitly identify those intervening costs in this RFGA. No separate travel expenses or any other type of expenses will be paid under the grant agreement to result from this RFGA.

The total grant award for the selected application will be for the full duration of the project, from the award date through the termination date and any subsequent renewals. Compensation will be made payable at successful completion of each respective deliverable.

The selected grantees may keep up to 10% of the award to cover their administrative costs. This 10% administrative cap includes, but is not limited to, all costs related to the administrative activities of the project including personal salaries, fringe benefits, vacation, holiday pay, sick leave, other paid leave, pension plan, group insurance, compensation insurance, payroll taxes, repair and maintenance, employee-related expenses, supplies, communications, leases, depreciation, sales taxes, facilities, travel, etc.

## Project Budget Form and Instructions

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Deliverable & Sub-Tasks Sec. 3.2	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	SFY 2021	Total Deliverable Cost for All SFYs
A. 1.	\$	\$	\$	\$	\$	\$	\$
A. 2.	\$	\$	\$	\$	\$	\$	\$
B.	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>
C. 1.	\$	\$	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	\$
C. 2.	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	\$	\$	\$
D.	\$	\$	\$	\$	\$	\$	\$
E.	\$	\$	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	\$
F.	\$	\$	\$	\$	\$	\$	\$
G. **	\$	\$	\$	\$	\$	\$	\$
H.	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>	<b>\$ No Charge</b>
<b>SFY 16 Grand Total</b>	\$						
<b>SFY 17 Grand Total</b>		\$					
<b>SFY 18 Grand Total</b>			\$				
<b>SFY 19 Grand Total</b>				\$			
<b>SFY 20 Grand Total</b>					\$		
<b>SFY 21 Grand Total</b>						\$	
				<b>Administrative Fee covering all SFYs (not to exceed 10% of total deliverable costs for all SFYs):</b>			\$
<b>Project Grand Total</b>							\$

\*\* This item should reflect the costs of providing direct and/or indirect services to communities as part of the Regional April Child Abuse and Child Neglect Prevention Month Plan, as well as costs associated with the development and implementation of the awareness month activities.

This project grand total represents the full and total cost for the satisfactory completion of all work as described in this RFGA and in the application as submitted by:

Vendor/Applicant Name: \_\_\_\_\_ Vendor/Applicant Representative Signature: \_\_\_\_\_

Representative's printed name and title: \_\_\_\_\_

**ATTACHMENT D:**  
**Project Budget Form and Instructions**  
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**Part III—Budget Narrative**

Applicants must attach a succinct budget narrative to explain and justify costs, and to submit it as part of the Project Budget. A Budget Narrative may be advisable to explain any costs which the applicant has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.