



Department of
Job and Family Services

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

March 16, 2018

Dear Vendor:

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a minimum of five (5) contractors to provide child welfare case consultation services to Public Children Service Agency (PCSA) caseworkers and supervisory staff using the Eckerd Rapid Safety Feedback (ERSF) Model®. ODJFS is seeking contractors who are highly skilled and experienced in child welfare casework practice, quality assurance, and supportive casework coaching techniques. Contractors must be certified in the ERSF Model® or become certified prior to completing services outlined in this RFP. Proposals must clearly demonstrate the vendor's capability of providing services as described in this RFP.

If your organization is interested in submitting a response for this important project, please obtain the RFP through the ODJFS website at <http://www.jfs.ohio.gov/rfp/>. If you experience any problems accessing this document or opening the above referenced ODJFS URL, please contact the Office of Contracts and Acquisitions mainline at (614) 728-5693.

In order to be considered for a possible award, responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFP. Thank you for your attention to this request.

Sincerely,



Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

Eckerd Rapid Safety Feedback (ERSF) Clinical Case Consultant Services

RFP Number JFSR1819068143

The Ohio Department of Job and Family Services

REQUEST FOR PROPOSAL (RFP)
ERSF Clinical Case Consultant Services
RFP Number JFSR1819068143

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ODJFS REQUEST FOR PROPOSALS (RFP):
ERSF Clinical Case Consultant Services
RFP Number JFSR1819068143

SECTION I. GENERAL PURPOSE

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Proposals (RFP) for the purpose of obtaining a minimum of five (5) contractors to provide child welfare case consultation services to Public Children Service Agency (PCSA) caseworkers and supervisory staff using the Eckerd Rapid Safety Feedback (ERSF) Model®. ODJFS is seeking contractors who are highly skilled and experienced in child welfare casework practice, quality assurance, and supportive casework coaching techniques. Contractors must be certified in the ERSF Model® or become certified prior to completing services outlined in this RFP. Proposals must clearly demonstrate the vendor’s capability of providing services as described in this RFP.

For the purpose of this RFP, the term “vendor” shall be defined as an Ohio-based individual or organization interested in this opportunity. The terms “bid” and “proposal” may be used interchangeably to indicate materials submitted to ODJFS by a vendor in order to be considered for award of a contract for services described in this RFP. The terms “contractor” and “selected vendor” may be used interchangeably in reference to a vendor selected by ODJFS through this RFP for contract award.

1.2 Background

The Office of Families and Children is responsible for state level administration and oversight of programs that prevent child abuse and neglect; provide services to abused/neglected children and their families (birth, foster and adoptive); license foster homes and residential facilities; and investigate allegations of adult abuse, neglect and exploitation.

At times, child welfare agencies become involved with families when they receive reports of serious injuries or fatalities resulting from child abuse or neglect. There are times when these reports are received for families who currently have open child welfare cases. In recent years, data analytics, traditionally used in business, have been developed for use in child welfare to identify and respond to cases at elevated risk. To this end, ODJFS has contracted with Eckerd Connects Inc. to implement the ERSF Model® in Ohio.

ERSF utilizes data analytics to help prioritize cases with multiple high risk factors and applies a unique quality assurance model to mitigate the risk of negative safety outcomes such as fatalities, near fatalities, life-threatening situations, serious physical injury and repeated maltreatment of children known to the agency. The program provides child protection workers' access to specialized quality assurance reviews and coaching services designed to strengthen safety-focused practice and supervision.

As ODJFS continues working towards statewide implementation of the model, consultants certified in ERSF are needed to provide specialized quality assurance and coaching services. Some PCSAs may choose to hire their own staff to provide ERSF case consultation services, however, other PCSAs may elect to use ERSF consultation services offered by ODJFS. The purpose of this contract is to obtain multiple vendors who are certified, or willing

to become certified, in ERSF to provide quality assurance reviews and consultation services to local PCSAs in conjunction with ODJFS.

1.3 Overview of the Project

ODJFS has contracted with Eckerd Connects Inc. to implement the ERSF model in Ohio. ERSF is a two-pronged approach to risk-reduction that uses data analytics to prioritize cases with multiple high-risk factors and applies a unique quality assurance model to these cases in order to improve the child protection system's response to cases where there is an elevated risk of serious child injury or death.

Data analytics is used to help prioritize children at risk of suffering a negative safety outcome such as a child fatality, near fatality, or serious injury. Once identified, the high-risk population will have their cases reviewed by a skilled child welfare practitioner using a specialized quality assurance case review tool focused on recognizing potential safety and risk concerns.

If any safety gaps or areas of concern are identified during the review, the quality assurance reviewer will schedule a staffing session with the local frontline service team to develop an action plan to help mitigate risk. The action plan is then followed through until completion. The case will continue to be reviewed until the case is closed or the risk is reduced.

ODJFS is seeking a minimum of five (5) contractors to provide ERSF Clinical Case Consultation services that will improve Ohio's response to cases with the highest probability of a negative safety outcome such as a child fatality, near fatality, or serious injury. ODJFS reserves the right to award fewer or additional contractors as budget and successful proposals allow.

1.4 Objectives of the Project

The objectives of the project include, but may not be limited to, the following:

- A. Reduce the occurrence of child fatalities or near fatalities in cases known to the child welfare system;
 1. Certified ERSF Clinical Case Consultants will apply a specialized quality assurance case review tool to cases identified through the predictive risk model to be at the highest probability of suffering a negative safety outcome such as a child fatality, near fatality, or serious injury.
 2. When safety or risk concerns are identified through the case review process, Clinical Case Consultants will schedule supportive staffing sessions (aka coaching sessions) with the local service team to be held within twenty-four (24) hours of identification. Note: In emergency circumstances, the consultant may request the staffing be held sooner.
- B. Improve casework and supervisory skills through the implementation of the quality assurance and case consultation model;
- C. Achieve inter-rater reliability between the selected vendors (ERSF Clinical Case Consultants) in their application of the specialized quality assurance tool; and

- D. Identify systemic factors and areas to be addressed for continuous quality improvement. (i.e. service availability, rule interpretation, etc.)

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
March 16, 2018	ODJFS releases RFP on ODJFS and DAS Web Sites; Q&A period opens. - RFP becomes active; vendors may submit inquiries for RFP clarification.
March 28, 2018	Vendor Q&A period for vendor questions closes, 8 a.m. - No further inquiries for RFP clarification will be accepted.
3:00 P.M. April 25, 2018	Deadline for vendors to submit proposals to ODJFS (3 p.m.). - This is the beginning the ODJFS process of proposal review. LATE PROPOSALS WILL NOT BE CONSIDERED. NO EXCEPTIONS WILL BE MADE.
April 30, 2018	ODJFS issues contract award notification letter (estimated). - Vendors that submitted proposals in response to this RFP will be sent letters stating whether their proposal was selected for award of the contract.
May 10, 2018	Implementation* (estimated—following notification of all contractual and funding approvals). - ODJFS contracts are not valid and effective until the state Office of Budget Management approves a Purchase Order.
June 30, 2019	Project Completion – all work must be completed and approved by ODJFS Contract Manager.

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

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

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

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

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**

- * **Select “RFP’s” from the left side column;**
- * **Select RFP Number *JFSR1819068143* 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 regarding this RFP must reference the relevant section 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 vendor (or other party), the company name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFP provision or location within the RFP, or which do not include identification of the originator of the question. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions. 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 webpage dedicated to this RFP, for public reference by any party. ODJFS will not provide answers directly to the vendors (or any party) that submitted the question.

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 strongly encourages vendors to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

Proposals in response to this RFP are to take into account any information communicated by ODJFS in the Q & A process for the RFP. It is the responsibility of all vendors to check this site on a regular basis for responses to all questions, as well as for any amendments, alerts, or other pertinent information regarding this RFP. ODJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than from the Q & A process described in this RFGA.

Requests for copies of any previous solicitations (RFPs, RLBs, RFGAs, etc.) or for past vendor proposals, score sheets, or contracts for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFP. ODJFS will only answer those questions which pertain to issues of RFP clarity, and which are not requests for public records.

Should vendors experience technical difficulties accessing the ODJFS webpage dedicated to this RFP, they may contact the ODJFS Office of Contracts and Acquisitions (OCA) at (614) 728-5693 for guidance.

2.3 Communication Prohibitions

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

The only exceptions to this prohibition are as follows:

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

If a vendor has a need to communicate regarding this RFP, they must contact ODJFS using one of the mechanisms provided for in this section. Vendors are cautioned that communication attempts which do not comply with these instructions will not be answered. Any attempts at prohibited communications by a vendor may result in the disqualification of that proposal.

2.4 Program Resource Library

While there is no specific library of documents, reports, or other information that vendors interested in this RFP must consider, the following resources may be helpful in understanding this project.

Information regarding Eckerd Rapid Safety Feedback is available at this link:

<https://eckerd.org/family-children-services/rapid-safety-feedback/>

Ohio's submissions to the National Child Abuse and Neglect Data System (NCANDS) are available at this link:

<https://www.acf.hhs.gov/sites/default/files/cb/cm2015.pdf>

Other relevant information can be found at the following links:

<http://www.ncsl.org/research/human-services/child-fatality-legislation.aspx>

https://www.acf.hhs.gov/sites/default/files/cb/cecanf_final_report.pdf

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

SECTION III. VENDOR EXPERIENCE AND QUALIFICATIONS

Proposals must address all the following mandatory qualifications as well as organizational and staff experience and capabilities:

3.1 Mandatory Vendor Qualifications

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

- A. Vendors must have a physical presence in the State of Ohio and identify an Ohio-based ERSF Clinical Case Consultant with a Master's Degree in Social Work or related field (e.g., Psychology, Criminal Justice, Sociology, Public Administration, etc.) and five (5) years of experience working in Ohio's Child Welfare System; or Bachelor's Degree in Social Work or related field and ten (10) years of experience working in Ohio's Child Welfare System;
- B. Vendors must have a working knowledge of Ohio's Child Welfare practices, policies, assessment tools, and automated technology (SACWIS). Vendors should have at least five (5) years of experience working with the practices, policies, assessment tools, and automated technology within Ohio's Child Welfare System;
- C. Vendors must be an experienced Child Welfare Supervisor having had two (2) or more years of experience providing Clinical Case Supervision or commensurate experience as supported by their resume; and
- D. Vendors must possess in-depth knowledge of quality child welfare practice standards as supported by their resume and/or reference letter(s).

Vendors which do not meet all the above qualifications will be disqualified from further consideration.

3.2 Organizational Experience and Capabilities

As part of the evaluation process, vendors are to provide the following information to be scored by ODJFS:

- A. Professional resume outlining vendor's experience related to practicing child welfare in Ohio;
- B. Names and contact information for at least three (3) references for which they have performed similar services for within the past ten (10) years; or references who have working knowledge of the vendor's experience;
- C. Document current certification, or outline plan to become certified in Ohio ERSF prior to work assignment. (There is no cost associated with ERSF Certification Training, however, the vendor will not be paid to attend the training sessions);
- D. Show proof of malpractice and/or liability insurance and include a statement of the vendor's commitment to maintain coverage throughout the contract period;
- E. Describe how the vendor will maintain Ohio confidentiality laws. Confidential information must be housed on secured computer with passwords. Documents must be secured in a locked file. Upon termination of the contract, access to all confidential systems will be terminated and any hard copies of confidential information is to be provided to ODJFS; and

- F. It is preferred that vendors are licensed to practice Social Work in the State of Ohio (e.g.: LISW-S, LISW, LSW). Vendors licensed to practice social work in the State of Ohio should provide a copy of their licensure.

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. See Attachment C. for scoring consideration.

3.3 Staff Experience and Capabilities

Proposals are to demonstrate significant expertise by identifying leadership and key staff for this project. If the vendor will be employing support staff; the proposal must identify these staff by position, explain what their role will be, and outline their qualifications. The vendor is to, at minimum:

- A. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a ERSF Clinical Case Consultant); and
- B. Include resume(s) of key staff expected to work on the project and list all the education, qualifications and experience to perform the services described. The vendor must commit experienced personnel to work with the project throughout the contract term. If a key staff person should need to be replaced, ODJFS must be notified and approve prior to replacement.

NOTE: It is the affirmative responsibility of the vendor 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, proposals may become part of the public record.

SECTION IV. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

4.1 Scope of Work

Proposals submitted in response to this RFP must reflect the vendor's understanding of, and commitment to perform this Scope of Work fully. The contractors will be responsible for the deliverables as described below in the Specification of Deliverables, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them in this RFP.

The selected vendors for this project will be required to:

- A. Conduct safety-focused quality assurance case reviews on open child welfare cases using the Eckerd Rapid Safety Feedback (ERSF) model:
 - 1. Utilize the ERSF quality assurance (QA) case review tools developed for Ohio.
 - 2. Complete QA tools in the Mindshare Portal within the allotted time-frames.

Note: The Mindshare Portal is an internet based system where cases identified by the analytic model to be at high risk of a child fatality, near fatality, or serious injury are displayed, prioritized, reviewed, and tracked.

- B. Provide verbal and/or written case debriefing to ODJFS:
 - 1. Summarize relevant case history and current concerns.
 - 2. Determine if case staffing is needed.
 - 3. Plan for case staffing.
- C. Facilitate Case Staffing Sessions using the Eckerd Rapid Safety Feedback (ERSF) Model:
 - 1. Schedule staffing sessions with the service team and ODJFS.
 - 2. Facilitate staffing sessions. This can be done over the phone, via video conference, or in person.

Note: The ability to effectively engage and support the service team in this process is paramount to the ERSF model. The staffing must be facilitated in a positive, non-confrontational, solution-focused manner. ODJFS may at any time observe staffing sessions to ensure quality assurance.

- 3. Model child welfare practice skills to the local service team.
- 4. Coach and mentor the local service team.
- 5. Provide guidance in developing an action plan to address any and all safety gaps.
- 6. Enter the agreed upon action plan and due dates into the Mindshare portal.
- 7. Follow-up with service team to ensure completion of the action plan and promptly notify ODJFS when a task is not completed by the agreed upon deadline.

Note: These are supportive coaching sessions lasting approximately thirty (30) minutes during which time the facilitator will work jointly with the service team to develop an action plan to mitigate safety and risk concerns identified through case review.

- D. Participates in Eckerd Fidelity reviews.
- E. Participate in miscellaneous meetings, presentations and implementation preparation tasks.
- F. Meet the following equipment requirements:
 - 1. Must have Personal Computer and/or Lap Top that has internet access, printer access, and scanning ability.
 - 2. Must have phone access with long distance capabilities.
 - 3. Must provide own transportation to staffing sessions (if held in person) and meetings.
 - 4. Must provide own auto insurance.
- G. Agree to ODJFS confidentiality and security provisions. See Attachment B., Model Contract.

4.2 Volume of Work

The ERSF Model® requires that 5-7% of assessment and/or investigation and in-home services cases be prioritized for review. As a county-administered, state-supervised child welfare system, each of the eighty-

eight (88) county PCSAs will be given the option of hiring their own ERSF review team or utilizing the state-contracted vendors selected through this RFP process.

Franklin and Hamilton counties are the first two (2) Ohio counties to implement the ERSF Model® and they have both elected to hire their own ERSF review teams. If a case identified for the ERSF process transfers to a different county PCSA (and that PCSA does not have their own ERSF team), then a state-contracted vendor will be assigned to the case.

Upon the successful implementation of ERSF in Franklin and Hamilton counties, ODJFS anticipates that the ERSF program will be rolled out statewide. The work volume for selected vendors is anticipated to increase during that time as more PCSAs become live with the ERSF Model®.

4.3 Administrative Structures—Proposed Work Plan

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

- A. Submit a statement outlining the key objectives of the proposed projects and why they are uniquely qualified to meet these objectives. [NOTE: Vendors are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFP.];
- B. Provide Critical Thinking and Analysis:
 - 1. Ability to appraise and integrate multiple sources of verbal and written information with child welfare practice wisdom.
 - 2. Ability to make connections between and synthesize multiple sources of information.
 - 3. Ability to analyze and articulate gaps between documented practice and quality child welfare standards.
- C. Perform Communications Skills:
 - 1. Skilled in active listening and developing interpersonal relationships.
 - 2. Engages effectively with multi-system partners from management to frontline staff.
 - 3. Possesses superior communication skills including the ability to comprehend, organize, and disseminate information both verbally and in writing.
- D. Deliver Coaching and Mentoring:
 - 1. Able to influence and motivate peers and colleagues regarding important issues.
 - 2. Empowers others to grow and succeed through feedback, instruction, and encouragement.
 - 3. Able to facilitate difficult conversations with multiple personality types in a non-confrontational and solution-focused manner.
 - 4. Skilled at asking open-ended questions as a means to solicit critical thinking and promote growth in child welfare practice skills.

- E. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and
- F. Provide a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specify the key management and administrative personnel who will be assigned to this project.

4.4 Specifications of Deliverables

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

Table of Deliverables
A. Completion of Quality Assurance (QA) Case Review
✓ Comprehensive Case Review
✓ Completion of QA Tool in the Mindshare Portal
✓ ODJFS Debriefing
B. Conduct Staffing with the Local Service Team
✓ Schedule Staffing
✓ Prepare for Staffing
✓ Facilitate Staffing & Develop Action Plan
✓ Enter Action Plan into Portal
✓ Follow-Up to Ensure Completion of Action Plan
✓ Schedule and Conduct Follow-Up Meeting
C. Completion of Ninety (90) Day and/or Pre-Closure QA Case Review
✓ Review New Case Information
✓ Update QA Tool in Mindshare Portal
✓ ODJFS Debriefing
D. Ninety (90) Day and/or Pre-Closure Review Staffing
✓ Comprehensive Case Review of NEW Information
✓ Schedule Staffing
✓ Prepare for Staffing
✓ Facilitate Staffing & Develop Action Plan
✓ Enter Action Plan into Portal
✓ Follow-Up to Ensure Completion of Action Plan
✓ Schedule and Conduct Follow-Up Meeting
E. Eckerd Ninety (90) Day Fidelity Reviews
✓ Participate in Required Activities for Fidelity Reviews
✓ Develop Consultation Skills and Improve Practice Based on Feedback Received
F. Miscellaneous Activities
✓ Pre-Implementation work with PCSAs and stakeholders
✓ Meetings with Eckerd, Mindshare, ODJFS, etc.

4.5 Selected Vendor Compensation Structure

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

Vendors will be compensated at the cost per deliverable as outlined in this section. ODJFS is requesting that the proposal include an estimate of the time required to accomplish each deliverable and the proposed cost associated with each deliverable if the vendor proposes costs that are lower than what is established herein.

Vendors will be expected to track their deliverables in an excel spreadsheet format which will include: the timeframe covered (i.e. bi-weekly, monthly, etc.) including dates of delivery, the number of each deliverable completed, and the unique case level identifier associated with each deliverable.

Cost for Deliverables for SFY 2018

Deliverable	Estimated Completion Time (ETC)	Maximum Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)	Estimated Number of Deliverable Complete Annually	Annual Cost of Deliverable
Completion of Quality Assurance Case Review	8 Hours	\$390.56 → \$391.00	TBD	
✓ Comprehensive Case Review	6 Hours	\$292.92		
✓ Completion of QA Tool in Portal	1 Hour	\$48.82		
✓ ODJFS Debriefing	1 Hour	\$48.82		
Conduct Staffing with the Local Service Team	2.5 Hours	\$122.05 → \$122.00	TBD	
✓ Schedule Staffing	.5 Hour	\$24.41		
✓ Prepare for Staffing	.5 Hour	\$24.41		
✓ Facilitate Staffing & Develop Action Plan	.5 Hour	\$24.41		
✓ Enter Action Plan into Portal	.5 Hour	\$24.41		
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	\$24.41		
Completion of 90 Day and/or Pre-Closure QA Case Review	3 Hours	\$146.46 → \$146.00	TBD	
✓ Review New Case Information	2 Hour	\$97.64		
✓ Update QA Tool in Mindshare Portal	.5 Hour	\$24.41		
✓ ODJFS Debriefing	.5 Hour	\$24.41		

Deliverable	Estimated Completion Time (ETC)	Maximum Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)	Estimated Number of Deliverable Complete Annually	Annual Cost of Deliverable
90 Day and/or Pre-Closure Review Staffing	2.5 Hours	\$122.05 → \$122.00	TBD	
✓ Schedule Staffing	.5 Hour	\$24.41		
✓ Prepare for Staffing	.5 Hour	\$24.41		
✓ Facilitate Staffing & Develop Action Plan	.5 Hour	\$24.41		
✓ Enter Action Plan into Portal	.5 Hour	\$24.41		
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	\$24.41		
T&M Activities	Varies	\$48.82 per hour rounded to the closest .25 hour increment.	TBD	
<i>Examples of T&M Activities: Participation in Eckerd Fidelity Reviews, ODJFS Meetings, County Implementation Meetings, and other activities approved by ODJFS. All T&M Activities must be pre-approved by ODJFS agreement manager.</i>				

Cost for Deliverables for SFY 2019

Deliverable	Estimated Completion Time (ETC)	Maximum Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)	Estimated Number of Deliverable Complete Annually	Annual Cost of Deliverable
Completion of Quality Assurance Case Review	8 Hours	\$400.08 → \$400.00	TBD	
✓ Comprehensive Case Review	6 Hours	\$300.06		
✓ Completion of QA Tool in Portal	1 Hour	\$50.01		
✓ ODJFS Debriefing	1 Hour	\$50.01		
Conduct Staffing with the Local Service Team	2.5 Hours	\$125.03 → \$125.00	TBD	
✓ Schedule Staffing	.5 Hour	\$25.01		
✓ Prepare for Staffing	.5 Hour	\$25.01		
✓ Facilitate Staffing & Develop Action Plan	.5 Hour	\$25.01		
✓ Enter Action Plan into Portal	.5 Hour	\$25.01		
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	\$25.01		
Completion of 90 Day and/or Pre-Closure QA Case Review	3 Hours	\$150.03 → \$150.00	TBD	

Deliverable	Estimated Completion Time (ETC)	Maximum Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)	Estimated Number of Deliverable Complete Annually	Annual Cost of Deliverable
✓ Review New Case Information	2 Hour	\$100.02		
✓ Update QA Tool in Mindshare Portal	.5 Hour	\$25.01		
✓ ODJFS Debriefing	.5 Hour	\$25.01		
90 Day and/or Pre-Closure Review Staffing	2.5 Hours	\$125.03 → \$125.00	TBD	
✓ Schedule Staffing	.5 Hour	\$25.01		
✓ Prepare for Staffing	.5 Hour	\$25.01		
✓ Facilitate Staffing & Develop Action Plan	.5 Hour	\$25.01		
✓ Enter Action Plan into Portal	.5 Hour	\$25.01		
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	\$25.01		
T&M Activities	Varies	\$50.01 per hour rounded to the closest .25 hour increment.	TBD	
<i>Examples of T&M Activities: Participation in Eckerd Fidelity Reviews, ODJFS Meetings, County Implementation Meetings, and other activities approved by ODJFS. All T&M Activities must be pre-approved by ODJFS agreement manager.</i>				

NOTE: The manner in which the staffing is conducted is essential to the ERSF model. The staffing must be facilitated in a positive, non-confrontational, solution-focused manner. ODJFS may at any time observe staffing sessions to ensure quality assurance.

SECTION V. PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

The proposal must be prepared and submitted in accordance with instructions found in this section and must be received by ODJFS, OCA, at the address below, no later than **3:00 p.m. on April 25, 2018**. Proposals received after this date and time will not be reviewed. Material mailed or submitted separately from the proposal packet will not be accepted or added to the proposal by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

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

For hand delivery on the due date, vendors must allow sufficient time for traffic incidents, downtown parking considerations, and for security procedures in the lobby of the Rhodes Office Tower (address above) and again on the 31st Floor. OCA will accept proposals at any time during normal ODJFS business hours prior to the posted submission deadline.

All proposals must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent. ODJFS is not responsible for proposals incorrectly addressed or for proposals delivered to any ODJFS location other than the address specified above.

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

The proposal must be prepared and submitted in accordance with instructions found in this section. The proposal submission must be comprised of:

- A. Five (5) paper copies (one [1] signed original and four [4] copies) and one (1) CD-ROM copy of the Technical Proposal;
- B. Three (3) paper copies (one [1] signed original and two [2] copies) and one (1) CD-ROM copy of the Cost Proposal, in a sealed, separate envelope.

The entire Technical Proposal should be submitted in a sealed envelope/package labeled **“TECHNICAL PROPOSAL ENCLOSED FOR RFP JFSR1819068143, ERSF CLINICAL CASE CONSULTANT SERVICES, SUBMITTED BY [VENDOR’S NAME].”** The Technical Proposal is defined as any part of the proposal, either as required by ODJFS or sent at vendor's discretion, such as work plan, resumes, letters of recommendation, letters of cooperation from any subcontractors, etc., which is not specifically identified by ODJFS as a required component of the separate, sealed Cost Proposal.

Along with the Technical Proposal, the vendor must submit the Cost Proposal in a separate, sealed envelope labeled: **“DO NOT OPEN. COST PROPOSAL ENCLOSED FOR RFP JFSR1819068143, ERSF CLINICAL CASE CONSULTANT SERVICES, SUBMITTED BY [VENDOR’S NAME].”** A CD-ROM copy of the Cost Proposal must include all Cost Proposal components, including any required or voluntary attachments. The CD-ROM containing the Cost Proposal must be submitted in the sealed envelope containing the hardcopy Cost Proposal. Both CD-ROMs must be labeled with the vendor’s name, the RFP number, and the proposal submission date or proposal due date, at minimum.

The entire Technical Proposal should be converted into one single secure .pdf document saved to the Technical Proposal CD-ROM submitted to ODJFS. If the proposal’s size necessitates more than a single .pdf document, vendors should use the fewest separate .pdf documents possible.

ODJFS requires proposal submissions in both paper and electronic format. The requested CD-ROMs would be used for storage and archiving purposes only; and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFP for contract awards, as the agency lessens its dependence upon paper records.

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

5.2 Format for Organization of the Proposal

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

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

A. **Proposal Organization**

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

Vendors must organize their technical proposals in the following order:

Tab 1 Required Vendor Information and Certifications Document

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

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

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

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

Tab 2 Vendor Experience and Qualifications

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

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

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

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

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

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

Tab 3 Administrative Structures- Proposed Work Plan (Section 4.3, A through F)

Sub-Tab 4a. Item A

Sub-Tab 4b. Item B

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

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

Tab 4 Specifications of Deliverables (Section 4.4, A through F)

Sub-Tab 5a. Deliverable A

Sub-Tab 5b. Deliverable B

Sub-Tab 5c. Deliverable C (etc.)

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

Tab 5 (Optional - as needed) Vendor Attachments or Appendices

B. Cost Proposal

Vendors are to complete the Cost Proposal Form, provided as Attachment D. to this RFP, according to instructions, sign it, and submit it fully completed as the separate sealed Cost Proposal. The Cost Proposal Form requires vendors to provide a group of individual prices for those services defined in Section 4.3, Specifications of Deliverables. Vendors are to use their professional comprehension of the effort required to perform those services and to offer to ODJFS its flat, all-inclusive fee for performing each. The prices offered in the vendor's Cost Proposal will be the prices in effect throughout the contract period, including any renewal contracts. The Cost Proposal must include a statement that the prices quoted are firm.

At the vendor's discretion, additional documentation may also be included with the completed Attachment D. as explanatory information, but when making the vendor selections and when executing the contract, ODJFS will consider only the dollar amounts displayed on the Cost Proposal Form. In calculating their total proposed cost, vendors must consider cost resulting from each deliverable listed in Section 4.3 of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities, whether explicitly identified by ODJFS in this RFP or not.

C. IMPORTANT –VENDOR DISQUALIFIERS FOR PROPOSAL ERRORS:

1. Any vendor's Technical Proposal found to contain any prohibited cost information shall be disqualified from consideration. Prohibited cost information is defined as any dollar amounts which might be deemed to be indicative of the relative cost or economy of the proposed project. Information on the assets, value, or historical business volume of the vendor is not considered to be such prohibited cost information, and may be included in any vendor's Technical Proposal as information on business capacity and stability. All prohibited cost information must be submitted within the separate, sealed Cost Proposal. Should a vendor include any documents which contain such cost information, the cost information in the Technical Proposal must be made unreadable by the vendor before submission of the proposal to ODJFS. Failure to follow these instructions will result in disqualification.
2. Any trade secret or proprietary information (as defined in Section 8.5 of this RFP) found anywhere in a proposal shall result in immediate disqualification of that proposal.

SECTION VI. CRITERIA FOR PROPOSAL EVALUATION & SELECTION

6.1 Scoring of Proposals

ODJFS will contract with the vendors that best demonstrate the ability to meet requirements as specified in this RFP. Vendors submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Cost Proposal. All qualifying proposals will be reviewed and scored by a Proposal Review Team (PRT), comprised of staff from ODJFS, Office of Families and Children, and their designees. Vendors should not assume that the review team members are familiar with any current or past work activities with ODJFS. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading and unnecessary use of self-promotional claims will be evaluated accordingly. PRT members will be required to sign

disclosure forms to establish that they have no personal or financial interest in the outcome of the proposal review and contractor selection process.

Selection of the vendors will be based upon the criteria described in this RFP. The PRT reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The PRT may waive minor defects that are not material when the intent is not unreasonably obscured. In scoring the proposals, ODJFS will score in three (3) phases:

A. Phase I. Review—Initial Qualifying Criteria:

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

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

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

Any proposal which does not meet the minimum required Technical Proposal score as defined in Attachment C. will be disqualified from any further consideration and its Cost Proposal will neither be opened nor considered. Vendors who demonstrate that they are an MBE/EDGE vendor will receive additional consideration as specified in the Technical Proposal Score Sheet.

C. Phase III. Interview Criteria

Vendors whose proposals pass Phases I. and II. will be contacted to participate in a structured, scored interview process designed to assess the vendor’s in-depth knowledge of quality child welfare practice standards. Vendor must achieve a 70% or higher on the structured interview in order to move on to Phase III. of the review.

D. Phase IV. Review—Criteria for Considering the Cost Proposal

The PRT will review the Cost Proposals for those qualifying Technical Proposals, not eliminated in Phase III. The grand total of each technically qualified Cost Proposal is divided by that vendor’s final Technical Proposal score. This compares the cost with the quality of the Technical Proposal which will provide an average cost-per-quality point earned on the Technical Proposal.

ODJFS may, at its sole discretion, negotiate with all technically qualifying vendors for revised Cost Proposals. Vendors may then submit one last and best offer, or may request that ODJFS view its original Cost Proposal as its last and best offer, or may withdraw from further consideration, and shall indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, ODJFS will then consider those vendors’ revised Cost Proposals which are

within the budget according to the process described in this section above, and in the Technical Proposal Score Sheet, Attachment C., for vendor selection purposes.

6.2 Review Process Caveats

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

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

ODJFS will be interviewing vendors in Phase III. of the RFP selection process, prior to making a final selection. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all vendors participating in the interview process for that RFP. Vendor must achieve a 70% or higher on the structured interview in order to move on to Phase IV. of the review.

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

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

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

6.3 Final Vendor Recommendation

The PRT will recommend to the Director of ODJFS (or the Director's designee) the five (5) technically qualified vendors offering the proposal most advantageous to ODJFS, as determined by the processes and requirements established in this RFP. ODJFS reserves the right to award fewer or additional contractors as budget and successful proposals allow.

6.4 Tie Breaker

In the event that two (2) or more of the proposals have a score which is tied after final calculation of both the Technical Proposal and the Cost Proposal scores, the proposal with the higher score in the technical proposal will prevail.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

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

- A. A protest may be filed by a prospective or actual vendor objecting to the award of a contract resulting from this RFP. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, telephone number, and e-mail address of the protestor;
 - 2. The name and number of the RFP being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 3:00 p.m. the closing date for receipt of proposals, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFP.
 - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the seventh (7th) 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 OCA 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 vendors selected for award shall be notified of the receipt of the protest.
- F. ODJFS OCA shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

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

SECTION VIII. CONDITIONS AND OTHER REQUIREMENTS

8.1 State Contracts

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

8.2 Interview

Vendors submitting proposals may be required to participate in an in-depth interview as part of the evaluation process to assess the vendor's in-depth knowledge of quality child welfare practice standards. ODJFS will contact those vendors whose proposals pass Phase I. and Phase II. of the review to participate in a structured, scored interview. The interview will include participants from ODJFS and other representatives it may appoint, as appropriate. Vendors shall bear all costs of any scheduled interview.

8.3 Start Work Date

The selected vendors must be able to begin work no later than seven (7) business days after the time funds are encumbered and approved by the Office of Budget and Management. The selected vendors will be notified by the ODJFS Contract Manager when work may begin.

8.4 Proposal Costs

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

8.5 Trade Secrets Prohibition; Public Information Disclaimer

Vendors are prohibited from including any trade secret information as defined in ORC 1333.61 in their proposals in response to any ODJFS procurement effort. ODJFS shall consider all proposals or similar responses voluntarily submitted to any ODJFS procurement document to be free of trade secrets, and such proposals if opened by ODJFS will, in their entirety, be made a part of the public record.

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

All proposals and any other documents submitted to ODJFS in response to any procurement effort shall become the property of ODJFS. This RFP and, after the selection of a vendor for award, any proposals received in response to solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term "proposal" shall mean both the Technical Proposal and the Cost Proposal submitted by a vendor, and, if opened, any attachments, addenda, appendices, or sample products.

8.6 Contractual Requirements

- A. Any contract resulting from the issuance of this RFP is subject to the terms and conditions as provided in the model contract, which is included as Attachment B. of this RFP;
- B. Many of the terms and conditions contained in the model contract (Attachment B.) are required by state and/or federal law; however, the vendor may propose changes to the model contract by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the contract are contingent upon the availability of state and federal funds;
- D. All aspects of the contract apply equally to work performed by any and all subcontractors;
- E. As a condition of receiving a contract from ODJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3119, 3121, 3123, and 3125 of ORC. The contractors, and any subcontractor(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractors or employees of the contractors meet child support obligations established under state law; and
- F. By signing a contract with ODJFS, a vendor agrees that all necessary insurance is in effect.

8.7 Travel Reimbursement

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

8.8 Minority Business Enterprise

The State of Ohio and ODJFS are committed to making more contracts and opportunities available to Ohio-certified Minority Business Enterprises (MBEs), as defined by ORC Section 122.71 and certified by the Department of Administrative Services (DAS). ODJFS is required by Section 125.081(B) and 123.151 of ORC to award a minimum of fifteen percent (15%) of its total procurements to vendors certified as MBEs. If the proposal is not submitted by an Ohio-certified MBE, the vendor is strongly encouraged to subcontract a minimum of fifteen percent (15%) of the total contract price to one or more Ohio-certified MBEs through a competitive selection process. The contractors shall make a good faith effort to seek MBE subcontractors throughout the life of the contract.

The proposal must clearly indicate the name of the proposed Ohio-certified MBE vendor(s), if known at the time of proposal submission, and the exact nature of the work to be performed under the proposed subcontract. The proposal must include a letter from the proposed MBE, signed by a person authorized to legally bind the subcontractor, indicating the following:

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

NOTE: There may be no dollar amounts of any kind included with the MBE information; inclusion of dollar amounts will result in the disqualification of the vendor's entire proposal. A listing of Ohio certified MBEs can be accessed through the Ohio Department of Administrative Services (DAS) website at: <http://das.ohio.gov/Eod/MBESearch/index.asp>.

While ODJFS strongly encourages the use of MBE subcontractors, the vendor's use of an MBE subcontractor will have no effect on vendors' technical scores or on final contractor selection for this RFP.

8.9 Subcontractor Identification and Participation Information

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

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

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

8.10 Public Release of Evaluations and/or Reports

Public release of any evaluation or monitoring reports funded under the contract resulting from this RFP will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a thirty (30) day period for review and comment.

8.11 Confidentiality

All contracts will require that the contractors and any subcontractor(s) maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential other than to fulfill the contractual duties of specified in this RFP. The contractors, and any subcontractors, agree to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the contract, and may result in legal action.

8.12 Key Personnel

ODJFS will require a clause in the resulting contract regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS and replacement of key personnel will be screened by ODJFS to ensure they meet the qualifications listed in this RFP.

8.13 Ethical & Conflict of Interest Requirements

- A. No contractor or individual, company or organization seeking a contract shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

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

8.14 Health Insurance Portability & Accessibility Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the contractors, and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations found at 45 CFR Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractors from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 160.103 and any amendments thereto. The selected vendors can reasonably anticipate HIPAA language in the contract that results from this RFP.

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

8.15 Waiver of Minor Proposal Errors

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

8.16 Proposal Clarifications

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

8.17 Contractual Requirements and Prevailing Wage Requirements

Any contract resulting from the issuance of this solicitation is subject to the terms and conditions as provided in the model contract, which is provided as Attachment B. to this RFP. Additionally, the contractors will be required to comply with prevailing wage standards, as established in ORC 4115.03-4115.16.

8.18 Unresolved Findings for Recovery (ORC 9.24)

ORC Section 9.24 prohibits ODJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a proposal, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for

recovery under ORC 9.24 prior to the award of any contract arising out of this RFP, without notifying ODJFS of such finding. ODJFS will review the Auditor of State's website prior to completion of evaluations of proposals submitted pursuant to this RFP. ODJFS will not evaluate a proposal from any vendor whose name, or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.

8.19 Mandatory Contract Performance Disclosure

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

8.20 Mandatory Disclosures of Governmental Investigations

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

8.21 Mandatory Disclosures of Work Location

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

8.22 Vendor Selection Restriction

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

8.23 Ohio Presence Consideration

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

8.24 Prohibition Against Services Performed Outside the United States

Pursuant to Governor's Executive Order 2011-12K, no public funds shall be spent on services provided offshore. All vendors seeking an award of an ODJFS contract must attest that no funds provided by ODJFS would be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. This required attestation is identified as the "Location of Business Form" included in the "Required Vendor Information & Certifications Documents," provided as Attachment A. The entire form must be printed, completed, and signed by the interested vendor's authorized representative, and returned to ODJFS as a component of the vendor Technical Proposal. Failure to properly complete and sign Attachment A. will result in the disqualification of the proposal from consideration.

8.25 Proposal Submission As Public Record

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

8.26 Combating Trafficking In Persons

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

Additional information on identifying Human Trafficking may be found at:

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

SECTION IX. ATTACHMENTS AND THEIR USES

- A. Required Vendor Information and Certifications (*To be completed & included in proposal packet as specified in Sec. 5.2, A.*)**
- B. ODJFS Model Contract (*For vendor reference purpose; Do not submit unless the vendor has proposed changes to the contract*)**

- C. Technical Proposal Score Sheet (*For vendor self-evaluation purposes; Do not submit*)**
- D. Cost Proposal Form (*To be completed & included in cost proposal packet as specified in Sec. 5.2, B.*)**

Thank you for your interest in this project.

Attachment A

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

Section I – Required Grantee Information

Section II - Location of Business Form

Attachment A—Section I

REQUIRED GRANTEE INFORMATION and CERTIFICATIONS

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

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

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

Applicants must provide all information

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

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

9. Mandatory Grantee Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____
Address: _____
Work To Be Performed: _____
(a brief description) _____

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

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

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

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

Total number of grants: _____

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

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

State Agency/Educational Institution: _____

Grant Dollar Amount: _____

Attach additional pages if needed

11. Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

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

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

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

Attachment A —Section II.

Location of Business Form

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

1. Principal location of business of Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Grantee:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

G-1819-00-0000

RECITALS:

This Grant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and the **Vendor 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. 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 DELIVERABLES

- 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.

[GRANT ADVANCE]

B. Payment:

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

[BUDGET REALLOCATION]

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

[TRAVEL REIMBURSEMENT]

- D. It is further agreed that reimbursement of travel expenditures shall not exceed [**SFY1 Travel Dollar Amount**] Dollars (**\$SFY1 Travel**) for SFY [**SFY1**] and [**SFY2 Travel Dollar Amount**] Dollars (**\$SFY2**) for SFY [**SFY2**], which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. GRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the ODJFS Agreement Manager for approval prior to submitting a claim for reimbursement.
- B. Compensation will be made as reimbursement for actual expenditures incurred [**per Deliverable**] [**hourly**] and paid by GRANTEE during the billing period pursuant to GRANTEE's accepted budget [or cost proposal] as incorporated below [or as attached].
- C. 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, deliverables completed, description of services rendered, hourly rates and numbers of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
 5. Description of Deliverables performed during the billing period;
 6. Receipt or other proof of cost; and
 7. Other documentation requested by the ODJFS Agreement Manager.
- D.** 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.
- E.** 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.
- F.** 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. [PUBLIC UNIVERSITY] ODJFS agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Agreement or with funds provided by this Subgrant will become the property of GRANTEE, which will have the unrestricted right to reproduce, distribute, modify, maintain and use in any way it deems appropriate. However, ODJFS is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, distribute, or otherwise use, and to authorize others to use for state or federal purposes:
1. The copyright in any work developed in whole or part with funds provided pursuant to this Subgrant; and
 2. Any rights of copyright GRANTEE purchases in whole or part with funds provided pursuant to this Subgrant.

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

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODJFS deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.
- B. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and the State of Ohio. GRANTEE agrees that the terms of this Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.
- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public. ODJFS reserves the right to require reasonable evidence of GRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to ODJFS, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 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 3 year period if the action is resolved prior to the end of the 3 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
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODJFS in writing and will immediately cease performance of all Grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the

appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Americans with Disabilities.** GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. GRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
 3. **Ethics and Conflicts of Interests Laws.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
 - b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. GRANTEE agrees to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODJFS employee to violate ORC 102.03, 2921.42, or 2921.43.
 - d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in

any Grant activities until ODJFS determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

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

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

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

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

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

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

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

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

- 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.
- B. **[PUBLIC ENTITY] Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under

ARTICLE III or the actual amount of direct damages incurred by any party—whichever is less. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.

- C. **Infringement of Patent or Copyright.** To the extent allowable by law and subject to ORC 109.02, GRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of the performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by GRANTEE. ODJFS will provide prompt notification in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with all reasonable cooperation for the defense of the suit. ODJFS may participate in the defense of any such action. GRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance is furnished by ODJFS at GRANTEE's written request, it is at GRANTEE's expense. If any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- C. [PUBLIC ENTITY] **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by 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 Language.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

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DRAFT MODEL

ATTACHMENT C
RFP JFSR1819068143
Technical Proposal Score Sheet

PHASE I: Initial Qualifying Criteria

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

ITEM #	PROPOSAL ACCEPTANCE CRITERIA	RFP Sec. Reference	YES	NO
1	Was the vendor’s proposal received by the deadline as specified in the RFP?	2.1		
2	Did the vendor submit a proposal comprised of a Technical Proposal and, in a separate, appropriately labeled, sealed envelope, a Cost Proposal?	5.1 5.2, B.		
3	Does the vendor’s proposal include all required affirmative statements and certifications, signed (in all required parts) by the vendor’s responsible representative, as described in Attachment A to the RFP?	5.2, A.		
4	Is the vendor free from being prohibited to enter into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or as established in ORC 9.24?	8.18 / 8.19 8.20		
5	Has the vendor demonstrated that it is has an Ohio-based presence and identified a Clinical Case Consultant that is Ohio-based, has a Master Degree in Social Work or related field (i.e. Psychology, Criminal Justice, Sociology, Public Administration, etc.) and five (5) years of experience working in Ohio’s Child Welfare System; or Bachelor’s Degree in Social Work or related field and ten (10) years of experience working the practices, policies, assessment tools, and automated technology within Ohio’s Child Welfare System?	3.1, A.		
6	Has the vendor demonstrated a working knowledge of Ohio’s Child Welfare practices, policies, assessment tools, and automated technology (SACWIS) and at least five (5) years of experience working in some capacity within Ohio’s Child Welfare System?	3.1, B.		
7	Has the vendor demonstrated they are an experienced Child Welfare Supervisor having had two (2) or more years of experience providing clinical case supervision or commensurate experience as supported by their resume?	3.1, C		
8	Has the vendor demonstrated in-depth knowledge of quality child welfare practice standards as supported by their resume and/or reference letter(s)?	3.1, D.		
9	Did the review team (in its initial/cursory review of the vendor’s proposal) determine that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP?	5.2, C.		

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

PHASE II: Criteria for Scoring of Technical Proposal

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

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

Technical Performance Scoring Definitions:

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

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

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

“Exceeds Requirement”- Proposal fulfills the RFP requirement in all material respects, and offers additional level of quality, in excess of ODJFS expectations, **Score: 10**

The review team will collectively score each qualifying proposal individually. Technical Proposals which do not meet or exceed a total score of at least **606** points out of a maximum of **796** points, will be disqualified from further consideration, and will not move on to Phase III., Interview. Only those vendors who have submitted Technical Proposals that meet or exceed the minimum required technical points will advance to Phase III. of the evaluation.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
VENDOR QUALIFICATIONS							
ORGANIZATIONAL EXPERIENCE & CAPABILITIES							
1	The vendor has provided a professional resume outlining vendor’s experience related to practicing child welfare in Ohio.	3.2, A.	5				
2	The vendor has included names and contact information for at least three (3) references for which they have performed similar services for within the past ten (10) years.	3.2, B.	5				
3	The vendor provided current certification or has stated they will become certified in Ohio Eckerd Rapid Safety Feedback prior to work assignment.	3.2, C.	5				
4	The vendor has shown proof of malpractice and/or liability insurance prior to work assignment and maintain coverage throughout the contract period.	3.2, D.	5				
5	The vendor has described how they will maintain Ohio confidentiality laws. Confidential information must be housed on secured computer with passwords. Documents must be secured in a locked file.	3.2, E.	5				
6	The vendor has provided a copy of their license to practice social work in the State of Ohio.	3.2, F.	5				
STAFF EXPERIENCE & CAPABILITIES							
7	The vendor has identified by position and by name, those staff considered key to the project’s success (at minimum, key staff identified must include a ERSF Clinical Case Consultant).	3.3, A.	3				
8	The vendor has included resume(s) of key staff expected to work on the project and list all the education, qualifications and experience to perform the services described. The vendor must commit experienced personnel to work with the project throughout the contract term. If a key staff person should need to be replaced, ODJFS must be notified and approve prior to replacement.	3.3, B.	5				
SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES							
ADMIN. STRUCTURES—PROPOSED WORK PLAN							
9	The vendor has provided a project plan that identifies and explains why they are uniquely qualified to meet the objectives, including but not limited to the following:	4.3, A.	5				
10	The vendor has proposed a plan to provide Critical Thinking and Analysis: a) Ability to appraise and integrate multiple sources of verbal and written information with child welfare practice wisdom. b) Ability to make connections between and synthesize multiple sources of information. c) Ability to analyze and articulate gaps between documented practice and quality child welfare standards.	4.3, B.	5				
11	The vendor has proposed a plan to perform Communications Skills; a) Skilled in active listening and developing interpersonal relationships. b) Engages effectively with multi-system partners from management to frontline staff.	4.3, C.	5				

	c) Possesses superior communication skills including the ability to comprehend, organize, and disseminate information both verbally and in writing.						
12	The vendor has proposed a plan to deliver Coaching and Mentoring; a) Able to influence and motivate peers and colleagues regarding important issues. b) Empowers others to grow and succeed through feedback, instruction, and encouragement. c) Able to facilitate difficult conversations with multiple personality types in a non-confrontational and solution-focused manner. d) Skilled at asking open-ended questions as a means to solicit critical thinking and promote growth in child welfare practice skills.	4.3, D.	5				
13	The vendor has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.3, E.	2				
14	The vendor has provided a current organizational chart (including any subcontractors and all organizational partnerships and collaborations) and specified the key management and administrative personnel who will be assigned to this project.	4.3, F.	2				
SPECIFICATIONS OF DELIVERABLES							
15	The vendor has provided a detailed description of how they will develop and document completion of quality assurance (QA) case reviews that include completion of a QA tool in the Mindshare Portal and a ODJFS debriefing.	4.4, A.	3				
16	The vendor has provided a detailed description of how they will conduct staffing with local service teams, prepare for staffing, facilitate staffing and development of an action plan, enter action plan into portal, follow-up to ensure completion of action plan and schedule and conduct follow-up meetings.	4.4, B.	3				
17	The vendor has provided a detailed description of how they will complete a ninety (90) day and/or pre-closure QA case review, how they will review new case information, update QA tool in Mindshare and provide ODJFS a debriefing.	4.4, C.	3				
18	The vendor has provided a detailed description of how they will develop and document a ninety (90) day and/or pre-closure review staffing of comprehensive case review of new information, schedule staffing, prepare for staffing, develop action plan, enter plan into portal, ensure completion of action plan and follow-up meetings.	4.4, D.	3				
19	The vendor has provided a detailed description of how they will conduct Eckerd ninety (90) day Fidelity reviews, participate in required activities for Fidelity reviews and develop consultation skills and improve practices based on feedback received.	4.4, E.	3				
20	The vendor has provided a detailed description of how they will conduct pre-implementation work with PCSAs and stakeholders and conduct meetings with Eckerd, Mindshare and ODJFS.	4.4, F.	2				
PROPOSAL ORGANIZATION							
23	The vendor has submitted a proposal which complies with the specified submission format.	5.2	.25				
24	The vendor has submitted a proposal which is free of self-promotional claims.	6.1	.25				
25	The vendor has submitted a proposal which has been thoroughly proofread for spelling and grammatical errors.	6.1	.25				
TRADE SECRET INFORMATION							
26	The review team in its comprehensive review of the vendor's proposal has determined that the proposal was free of trade secret/proprietary information as specified/restricted in the RFP. [A "no" response will disqualify the vendor's proposal and will not advance to the consideration of the vendor's Cost Proposal.]	5.2, C. 8.5			YES	NO	
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
PHASE II. GRAND TOTAL SCORE:							

Based upon the Phase II A. Total Technical Score earned, does the vendor’s proposal proceed to Phase II B. for additional consideration for demonstrating being an MBE/EDGE vendor? (Vendor’s Total Phase II A. Technical Score must be at least 606 points.)

Yes _____

No _____

PHASE II B.— Additional Consideration	6.1 B.	NO – Phase II A technical score unchanged	YES - Phase II A technical score plus 10 pts.
MBE/EDGE Vendor --Has the vendor provided evidence that they are an MBE/EDGE vendor?			
Phase II GRAND TOTAL SCORE [Phase II A. + Phase II B. score]:			

Based upon the Grand Total Technical Score earned, does the vendor’s proposal proceed to the Phase III. of the evaluation? (Vendor’s Grand Total Technical Score must be at least 606 points.)

Yes _____

No _____

(If “No,” Vendor will not be interviewed.)

ATTACHMENT D
COST PROPOSAL FORM
Cost for Deliverables for SFY 2018

Deliverable	Estimated Completion Time (ETC)	Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)
Completion of Quality Assurance Case Review	8 Hours	
✓ Comprehensive Case Review	6 Hours	
✓ Completion of QA Tool in Portal	1 Hour	
✓ ODJFS Debriefing	1 Hour	
Conduct Staffing with the Local Service Team	2.5 Hours	
✓ Schedule Staffing	.5 Hour	
✓ Prepare for Staffing	.5 Hour	
✓ Facilitate Staffing ¹ & Develop Action Plan	.5 Hour	
✓ Enter Action Plan into Portal	.5 Hour	
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	
Completion of 90 Day and/or Pre-Closure QA Case Review	3 Hours	
✓ Review New Case Information	2 Hour	
✓ Update QA Tool in Mindshare Portal	.5 Hour	
✓ ODJFS Debriefing	.5 Hour	
90 Day and/or Pre-Closure Review Staffing	2.5 Hours	
✓ Schedule Staffing	.5 Hour	
✓ Prepare for Staffing	.5 Hour	
✓ Facilitate Staffing ² & Develop Action Plan	.5 Hour	
✓ Enter Action Plan into Portal	.5 Hour	

Deliverable	Estimated Completion Time (ETC)	Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	
T&M Activities	Varies	
<i>Examples of T&M Activities: Participation in Eckerd Fidelity Reviews, ODJFS Meetings, County Implementation Meetings, and other activities approved by ODJFS. All T&M Activities must be pre-approved by ODJFS agreement manager.</i>		

Cost for Deliverables for SFY 2019

Deliverable	Estimated Completion Time (ETC)	Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)
Completion of Quality Assurance Case Review	8 Hours	
✓ Comprehensive Case Review	6 Hours	
✓ Completion of QA Tool in Portal	1 Hour	
✓ ODJFS Debriefing	1 Hour	
Conduct Staffing with the Local Service Team	2.5 Hours	
✓ Schedule Staffing	.5 Hour	
✓ Prepare for Staffing	.5 Hour	
✓ Facilitate Staffing ³ & Develop Action Plan	.5 Hour	
✓ Enter Action Plan into Portal	.5 Hour	
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	
Completion of 90 Day and/or Pre-Closure QA Case Review	3 Hours	
✓ Review New Case Information	2 Hour	
✓ Update QA Tool in Mindshare Portal	.5 Hour	
✓ ODJFS Debriefing	.5 Hour	

Deliverable	Estimated Completion Time (ETC)	Cost of Deliverable (ETC * T&M Rate, rounded to nearest dollar)
90 Day and/or Pre-Closure Review Staffing	2.5 Hours	
✓ Schedule Staffing	.5 Hour	
✓ Prepare for Staffing	.5 Hour	
✓ Facilitate Staffing ⁴ & Develop Action Plan	.5 Hour	
✓ Enter Action Plan into Portal	.5 Hour	
✓ Schedule and Conduct Follow-Up Meeting	.5 Hour	
T&M Activities	Varies	
<i>Examples of T&M Activities: Participation in Eckerd Fidelity Reviews, ODJFS Meetings, County Implementation Meetings, and other activities approved by ODJFS. All T&M Activities must be pre-approved by ODJFS agreement manager.</i>		
