



Department of
Job and Family Services

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

JUL 23 2018

Dear Applicant:

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) number JFSR1819178152 for the purpose of obtaining two (2) nonprofit organizations, one (1) per targeted county, to create and operate an employment and training program that will assist able-bodied adults without dependents who are Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) participants who have at least a high school diploma or equivalent. The program is intended to provide mandatory SNAP E&T participants with occupational skills, training, or education that will result in a certificate or credential for an in-demand occupation in Ohio and gain employment in the field of that education or training. The program will focus on the individuals' specific needs and will track, monitor and provide retention services after employment is obtained. ODJFS is seeking one (1) nonprofit organization per each county to coordinate and administer the program in Summit County (Akron) and Hamilton County (Cincinnati). Dependent on the success of this program, expansion to other regions in Ohio will be explored.

Applicants may apply to serve one (1) or both counties, but must submit a separate application for each county which must include county-specific information when applicable.

If your organization is interested in submitting a response for this important project, please obtain the RFGA through the ODJFS website at <http://www.ifs.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 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 RFGA. Thank you for your attention to this request.

Sincerely,



Jay Easterling
Deputy Director
Contracts and Acquisitions

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

An Equal Opportunity Employer and Service Provider

SNAP Employment and Training

RFGA # JFSR1819178152

Issued By:

The Ohio Department of Job and Family Services

REQUEST FOR GRANT APPLICATIONS (RFGA):
SNAP Employment and Training
RFGA #: JFSR1819178152

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REQUEST FOR GRANT APPLICATIONS (RFGA):
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RFGA #: JFSR1819178152

SECTION I. GENERAL PURPOSE & APPLICANT INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) number JFSR1819178152 for the purpose of obtaining two (2) nonprofit organizations, one (1) per targeted county, to create and operate an employment and training program that will assist able-bodied adults without dependents who are Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) participants who have at least a high school diploma or equivalent. The program is intended to provide mandatory SNAP E&T participants with occupational skills, training, or education that will result in a certificate or credential for an in-demand occupation in Ohio and gain employment in the field of that education or training. The program will focus on the individuals' specific needs and will track, monitor and provide retention services after employment is obtained. ODJFS is seeking one (1) nonprofit organization per each county to coordinate and administer the program in Summit County (Akron) and Hamilton County (Cincinnati). Dependent on the success of this program, expansion to other regions in Ohio will be explored.

Applicants may apply to serve one (1) or both counties, but must submit a separate application for each county which must include county-specific information when applicable.

For the purpose of this RFGA, the term "applicant" shall be defined as a nonprofit business, firm, organization, or individual interested in this opportunity. The term "mandatory SNAP E&T participants" shall be defined as able-bodied adults without dependents who are SNAP E&T participants who have at least a high school diploma or equivalent. The terms "application" and "response" may be used interchangeably to indicate materials submitted to ODJFS by an applicant in order to be considered for award of a subgrant for activities described in this RFGA. The terms "grantee" and "selected applicant" may be used interchangeably in reference to an organization selected by ODJFS through this RFGA for award.

ODJFS reserves the right to award fewer or more awards, with lower or higher award amounts based on the number of qualified applicants, geographical location and/or amounts requested.

1.2 Background

The SNAP E&T program was established in 1987 to assist able-bodied SNAP recipients in obtaining employment by gaining skills, training, work, and/or experience in order to increase self-sufficiency. The goal of the program is to provide participants with experience, knowledge, and training that transcends the program and paves the way for them to maintain gainful employment. As the program has progressed, so have the needs of the clients it serves.

Currently, the State of Ohio offers a variety of services for those individuals required to register for employment and training, as well as assistance to businesses looking to hire workers. One way that Ohio has targeted

this population is by creating an interactive website that allows participants to take self-assessments, create resumes, search for jobs and take online training.

1.3 Overview of the Program

ODJFS seeks to award one (1) nonprofit applicant per each of the two (2) targeted counties, Summit County and Hamilton County, that will create and operate the SNAP E&T component for mandatory SNAP E&T participants who have at least a high school diploma or equivalent. The program is intended to provide mandatory SNAP E&T participants occupational skills training or education resulting in a certificate or credential for an in-demand occupation in Ohio and gain employment in the field of training the participant received. Expanding access to training programs is critical to improve their employability and to reduce their need for nutrition assistance by becoming economically self-sufficient. Agencies share a common goal to help low-skilled, low-income, or low-wage individuals find sustainable employment, and to provide access and opportunities to all job seekers, including individuals with barriers to employment, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.

1.4 Objectives of the Program

With the help of the Federal Government, the grantees will create a program that will assist mandatory SNAP E&T participants prepare for and obtain sustainable employment through occupational skills training in an in-demand occupation. ODJFS is seeking grantees to coordinate and administer the program and who will begin by focusing on the following counties: Summit and Hamilton. Dependent on the success of this program, expansion to other counties in Ohio will be explored.

SECTION II. PROCUREMENT PROCESS INFORMATION

2.1 Anticipated Procurement Timetable

DATE	EVENT/ACTIVITY
July 23, 2018	ODJFS releases RFGA to applicants on DAS and ODJFS websites; Q & A Period opens - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
August 8, 2018	Applicant Q & A Period for applicant questions closes, 8 a.m. - No further inquiries for RFGA clarification will be accepted.
August 30, 2018 3:00pm	Deadline for applicants to submit applications to ODJFS, 3 p.m. - This is the beginning the ODJFS process of application review. Late applications will not be considered. No exceptions will be made.
September 10, 2018	ODJFS issues Award Notification Letters - Applicants that submitted applications in response to this RFGA will be sent notification of award recommendation. This is an estimated date.

September 17, 2018	Implementation* - ODJFS agreements are not valid and effective until the issuance of an approved State of Ohio Purchase Order.
Renewals	July 1, 2019 – June 30, 2021 **

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

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

** Subject to approval by the ODJFS, the subgrant period is expected to run from approximately September 2018 through June 30, 2019, with the possibility for two (2) one-year renewal subgrants that would be in effect from July 1, 2019 through June 30, 2020 and from July 1, 2020 through June 30, 2021, contingent upon satisfactory performance, continued availability of funding, and all required approvals. Renewals are also subject to renewal of Ohio's SNAP E&T plan.

2.2 Internet Q & A Period; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 2.1, Anticipated Procurement Timetable. To ask a clarifying question, applicants must use the following Internet process:

- * **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- * **Select “Doing Business with ODJFS” from the bottom of the page;**
- * **Select “RFP’s” from the left side column;**
- * **Select RFGA Number JFSR1819178152 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 RFGA 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 applicant (or other party), the organization's name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. 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 RFGA for public reference by any party. ODJFS will not provide answers directly to the applicant or 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 applicants to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

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

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

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

2.3 Communications Prohibition

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

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 2.2, Internet Q & A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any applicant which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA. ODJFS will post revisions, amendments, etc. to the webpage dedicated to this RFGA; and
- E. Any PRR made through the ODJFS Office of Legal Services.

If an applicant has a need to communicate regarding this RFGA, they must contact ODJFS using one of the mechanisms provided for in this section. Any attempts at prohibited communications by an applicant may result in the disqualification of that application.

2.4 Program Resource Library

Ohio's SNAP Employment & Training plan may be found here:

<http://innerweb.odjfs.state.oh.us/OFam/FINAL-Signed-FFY-2018-Plan.stm>.

Additional information applicants may find useful regarding SNAP E&T, the background of this program and the population this program seeks to serve can be found at the following websites:

- A. E&T Policy and Guidance: www.fns.usda.gov/ET-policy-guidance;
- B. SNAP Employment and Training Funding Integrated Service Delivery:
http://www.clasp.org/documents/CWF_SNAP-ET.pdf

Information on ODJFS and its programs which applicants may find useful is available to the public via the ODJFS website at: <http://jfs.ohio.gov>.

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

3.1 Mandatory Qualifications

In order to be considered for an award as a result of this RFGA, ODJFS requires that applicants **MUST** meet, at minimum, **ALL** the following qualification requirements:

- A. Applicants must provide proof of their current and valid federal or state recognized nonprofit 501(c)(3) status;
- B. Applicants must have a minimum of five (5) years of experience evaluating and providing recommendations for appropriate employment and training assignments;
- C. Applicants must specify the county they are applying for and provide documentation of their organization's capacity to initially target and serve the county. Applicants must also demonstrate they have the ability to expand statewide;
- D. Applicants must show proof of non-federal match funding to draw down the federal funding provided for this program. Match funding cannot be existing expenditures, types of data, or non-cash availability. A financial statement must be submitted verifying that matching funds are available; and
- E. Applicants must have the cash resources to provide initial funding to receive the reimbursement from ODJFS. These cash resources cannot be used to provide a match or maintenance of effort component for any other federal program or source of federal funding. A financial statement

showing a balance of cash reserves on hand to meet at least sixty (60) to ninety (90) days of operation of this program must be submitted. A note of bank loan or extension of credit from a financial institution will also be accepted.

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

3.2 Applicant Experience and Capabilities

Applicants are to describe their organization's experience and credentials to demonstrate to ODJFS the applicant's understanding of, and likelihood of success in, the work described in this RFGA. Applicants are to provide the following information to be scored by ODJFS:

- A. Provide examples of at least two (2) successful outcomes in employment and training programs specific to individuals with unique employment barriers;
- B. Explain applicant's experience in providing occupational skills, training, and/or education to individuals that has resulted in a certificate or credential and employment in the field of training: <https://jobseeker.ohiomeansjobs.monster.com/ExploreIt/In-DemandCareers.aspx>
- C. Describe applicant's experience in establishing local networks and utilization of networks to serve identified population; and
- D. Describe the applicant's experience in establishing and implementing an employment model (recruitment, relevant life skills, educational program, job placement) that is structured but allows for customization due to an individual's unique barriers.

NOTE: For those technically qualified applicants with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review (described in Section 7.1, B.), and an additional ten (10) points for having an Ohio presence.

3.3 Staff Experience and Capabilities

To effectively demonstrate the level of expertise and capability of performing the work described in this RFGA, applicants must show that qualified and experienced staff will be assigned to key leadership and/or functional roles to ensure satisfactory performance and outcomes. The applicant must, at minimum:

- A. Identify by position and name, all relevant leadership, program, administrative, and advisory staff for the program.
- B. Include resume(s) of key staff with a diverse and rich set of experience and skills expected to work on the program. Key staff shall have at least two (2) years' experience in providing employment and training programs. It is preferred that key staff demonstrate experience in operating SNAP E&T programs;
- C. Include a Table of Organization to display how the key staff and team will be organized;

- D. Identify any partnering and/or collaborating agencies for the program with a letter of commitment signed by both parties;
- E. Explain how local networks will be established and utilized to serve the identified population; and
- F. Explain how applicant will establish and implement an employment model that is structured, but allows for customization due to an individual's unique barriers.

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

SECTION IV. TECHNICAL WORK PLAN & PROGRAM OUTCOMES

4.1 Scope of Program Work

ODJFS is seeking nonprofit organizations to create and operate a program to assist mandatory SNAP E&T participants in obtaining occupational skills, training, or education resulting in a certificate or credential for an in-demand occupation in Ohio in the field of training. The selected applicants for the program will work with ODJFS to accomplish the following:

- A. Establish support services (individuals' specific needs, referral to services, crisis management, etc.); and
- B. Provide individuals with occupational skills, training, or education resulting in a certificate or credential for an in-demand occupation.

Additionally, applications submitted in response to this RFGA must reflect the applicant's understanding of, and commitment to, perform this Scope of Work fully. The selected applicants will be responsible for the requirements as described in Section 4.4, including all preparatory and intervening steps, whether or not ODJFS has explicitly specified or delineated them within the RFGA. In developing their responses, all applicants must fully and appropriately plan and cost out their proposed projects, including all necessary preparatory and intervening steps.

The selected applicants will be expected to provide the match of funding to draw down additional federal funding. The match provided by applicant cannot be used as a federal match or maintenance of effort for other federal programs/projects. ODJFS will not provide the match of funding.

4.2 Target Population

The target population for this subgrant are mandatory SNAP E&T participants in Summit and Hamilton counties. However, the selected applicants will need the capacity to expand to other areas of Ohio as the opportunity expands.

4.3 Number of Participants

This program will operate in stages due to the requirements of Ohio Law. It is intended that the initial program will operate from September 2018 to June 30, 2019 and extending from July 1, 2019 to June 30, 2020, based on available funding. ODJFS will also reserve the right to extend the program from July 1, 2020 to June 30, 2021 by amendment.

ODJFS is anticipating the selected applicants will serve a minimum of fifteen percent (15%) per county of the eligible abled bodied adults without dependents, during the initial year of the program, not necessarily the life cycle of the subgrant (see above paragraph). The participant requirement is through June 30, 2019. ODJFS reserves the right to increase the participant number if an extension of the subgrant through 2019 is approved. ODJFS also reserves the right to expand the number of counties in SFYs 2020 and 2021 should a renewal be issued.

4.4 Narrative Description of Proposed Program—Proposed Work Plan

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

- A. Explain the key objectives of their proposed program. [NOTE: Applicants are advised to refrain from simply restating the objectives as identified in Section 1.4 of this RFGA]
- B. Provide a technical approach and work plan that is to be implemented within sixty (60) days of the award of the Purchase Order;
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- D. Provide a timeline for each component of the scope of program work and the program overall including the staff hours for personnel involved. Include a chart showing the number of hours to be devoted to the program by grantee or subgrantee staff. The applicant must provide the percentage of time each key management person will devote to the program;
- E. Explain how local networks will be established and utilized to serve the identified population; and
- F. Explain how applicant will establish and implement an employment model that is structured but allows for customization due to an individual's unique barriers.

4.5 Outcomes and Measures

The activities shall include, but may not be limited to, the following areas. Applicants shall describe how they will fulfill the following requirements:

- A. Provide occupational skills training or education resulting in a certificate or credential for an in-demand occupation in Ohio and assist program participants gain employment in the field of training;

- B. Provide education, training and employment, to be measured at one hundred twenty (120) days post-placement;
- C. Provide continued education, training or employment, to be measured at two hundred forty (240) days post-placement;
- D. Provide percentage of program participants that received credentials in their area of training;
- E. Provide Memorandums of Understanding (MOUs) with the targeted county's Department of Job and Family Services. Additional MOUs will be required if the program expands; and
- F. Provide written quarterly reports to ODJFS.

In addition to the items above, the selected applicants will work with the local County Departments of Job and Family Services to determine the needs in the targeted community, and collaborate with community partners.

4.6 Selected Applicant Compensation Structure

The selected applicants for this award will initially need to provide the full funding for this program. ODJFS will use the selected applicants funding as the match component to draw SNAP E&T dollars from the Federal Government. ODJFS will then use these federal dollars to reimburse the grantee for fifty percent (50%) of their total cost of this program. This funding opportunity will be SNAP E&T 50/50 funds.

The initial outlay by the grantees must be actual cash on hand or a cash outlay and not a form of in-kind donations. The grantees will be "out of pocket" in funding for a period of time until the match is drawn down and issued to the grantees as a 50% reimbursement. The grantees will need to be able to be operational while the ODJFS receives and then issues the reimbursement.

Applicants should submit a budget that will cover the operations of this program for the time period as defined in Section 4.3. The selected applicants will submit a complete budget for SFY 2019 (September 2018 - June 30, 2020 and breakout budgets for July 2019 - June 30, 2020 (SFY 2020), and July 2020 – June 30, 2021 (SFY 2021). There is no additional administrative funding.

The maximum amount of funds available to reimburse back to the grantees for this program is \$400,000.00. ODJFS will not reimburse funds in excess of that amount for the initial ten (10) month program period, through June 30, 2019. If the program is extended in SFY 2020, additional funds will be available for match reimbursement.

4.7 Requirement of Memorandum of Understanding Between County Job and Family Services

A letter of commitment is required between the applicant and the targeted County Department of Job and Family Services and is to be submitted along with the application. An MOU needs to be in place within thirty (30) days after the time of the agreement signature. Without the signed MOU, ODJFS reserves the right to cancel the agreement. The MOU does not need to be in place to apply to this RFGA, however, the MOU should be fully signed and executed before work may begin.

SECTION V. CONDITIONS AND OTHER REQUIREMENTS

5.1 Interview

Applicants may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, will include participants from the Office of Family Assistance. ODJFS reserves the right to select responding applicants for interviews and may not interview all applicants. The applicant shall bear all costs of any scheduled interview.

5.2 Start Work Date

The grantees must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The grantees will be notified by the ODJFS Agreement Manager when work may begin. The work plan must be implemented within sixty (60) days of the issuance of a Purchase Order. Any work begun by a grantee prior to this notification may not be reimbursable by ODJFS.

5.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation.

5.4 Trade Secrets Prohibition; Public Information Disclaimer

Applicants are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS solicitation. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record, pursuant to ORC 149.43.

Any applications submitted in response to this solicitation which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. This RFGA and, after the selection of an applicant for award, any applications received in response to a 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 "application" shall mean both the Technical Application and the Program Budget submitted by an applicant and any attachments, addenda, appendices, resumes, letters of recommendation, or sample products.

5.5 Subgrant Agreement Requirements

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

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

5.6 Subgrantee(s) Identification and Participation Information

Any applicant proposing to use a subgrantee(s) for any part of the work described in this RFGA, must clearly identify the subgrantee(s), if known in advance, in their application. The application must include a letter from the proposed subgrantee(s) signed by a person authorized to legally bind the subgrantee(s), indicating the following:

- A. The subgrantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, and e-mail address of a person who is authorized to legally bind the subgrantee(s);
- C. A complete description of the work the subgrantee(s) will do;

- D. A commitment to do the work, if the applicant is selected; and
- E. A statement that the subgrantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

5.7 Public Release of Records

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

5.8 Confidentiality

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

5.9 Key Personnel

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

5.10 Ethical and Conflict of Interest Requirements

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

5.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving an agreement from ODJFS, the grantees, and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 CFR Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantees 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 applicants can reasonably anticipate HIPAA language in the agreement that results from this RFGA.

In the event of a material breach of grantee obligations under this section, ODJFS may at its option terminate the agreement according to provisions within the agreement.

SECTION VI. APPLICATION FORMAT & SUBMISSION

6.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. Five (5) copies of the application must be received by ODJFS no later than **August 30, 2018, 3:00pm**. Applications received after this date and time will not be reviewed. Materials mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

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

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

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

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA and model agreement (Attachment B), unless clearly and specifically noted in the application submitted and confirmed in the agreement between ODJFS and the grantees.

Applicants are required to submit one (1) additional copy of their complete application, including any required or voluntary attachments, in non-rewriteable CD format. The application should be converted into one single secure .pdf document saved to the non-rewritable CD. If the application's size necessitates more than a single .pdf document, applicants should use the fewest separate .pdf documents possible. The requested CD will be used for storage/archiving purposes only and not for purposes of application evaluation. This is a mandatory requirement for all ODJFS RFGAs for subgrant awards, as the agency lessens its dependence upon paper records.

6.2 Format for Submission of the Application

In developing their applications, applicants must fully and appropriately plan and include budgets for their proposed programs, including all necessary preparatory and intervening steps, regardless of whether those steps are delineated in this RFGA. The Technical Application must contain the following components, at minimum. It is mandatory that the applications be organized in the following order and that wherever appropriate, sections of the application should make reference by section number to those RFGA components to which they correspond.

The applicant's Technical Application must contain the following components (organized in five (5) primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information and/or materials that were not required in the RFGA. Applicants must organize their application in the following order:

Tab 1 Required Applicant Information and Certifications Document

Attachment A., Section I. – Required Applicant Information & Certifications Document

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

Attachment A., Section II. – Standard Affirmation and Disclosure Form Banning the Expenditure of Public Funds on Offshore Services: This form must be completed and signed by every applicant seeking to do business with ODJFS. This must be submitted as part of the response to solicitation. Failure by any applicant to complete, sign, and return the Required Applicant Information & Certifications Document and Standard Affirmation and Disclosure Form with its application will result in rejection of the application as being non-responsive and disqualified from further consideration.

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

Tab 2 Applicant Experience and Qualifications

- Sub-Tab 2a.** Mandatory Qualifications (As defined in Section 3.1)
- Sub-Tab 2b.** Applicant Experience and Capabilities (As defined in Section 3.2)
- Sub-Tab 2c.** Staff Experience and Capabilities (As defined in Section 3.3)

Tab 3 Technical Work Plan and Program Objectives

- Sub-Tab 3a.** Narrative Description of Proposed Program - Proposed Work Plan (As defined in Section 4.4)
- Sub-Tab 3b.** Outcomes and Measures (As defined in Section 4.5)
- Sub-Tab 3c.** Requirement of Memorandum of Understanding Between County Job and Family Services (As defined in Section 4.7)

Tab 4 Program Budget**Tab 5** Examples, other**A. Technical Application Organization**

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

1. Applicant Experience and Qualifications (Tab 2)

- a. **Mandatory Qualifications (Sub-Tab 2a.)**
The applicant must include information to demonstrate how the applicant meets the mandatory qualifications, as described in Section 3.1 of this RFGA.
- b. **Applicant Experience and Capabilities (Sub-Tab 2b.)**
The applicant must address all the minimum qualifications and fully describe the applicant's experience and qualifications, as described in Section 3.2 of this RFGA.
- c. **Staff Experience and Capabilities (Sub-Tab 2c.)**
The applicant's response must identify by position and name, the staff who will be key to the program's success, as described in Section 3.3 of this RFGA.

2. Technical Work Plan & Program Outcomes (Tab 3)

- a. **Narrative Description of Proposed Program - Proposed Work Plan (Sub-Tab 3a.)**
The applicant must provide a narrative description of their proposed program as described in Section 4.4 of this RFGA.
- b. **Outcomes and Requirements (Sub-Tab 3b.)**
Applications must include a description of the program goals and measures to be achieved as described in Section 4.5 of the RFGA.
- c. **Requirement of Memorandum of Understanding with County Job and Family Services (Sub-Tab 3c.)**

Applicants must include a letter of commitment between the applicant and the targeted County Departments of Job and Family Services, as described in Section 4.7 of this RFGA.

3. Program Budget (Tab 4)

Applicants should submit a budget that will cover the operations of this program for the time period as defined in Section 4.3. The selected applicants will submit a complete a budget for SFY 2019 (September 2018 - June 30, 2020) and breakout budgets for July 2019 - June 30, 2020 (SFY 2020), and July 2020 – June 30, 2021 (SFY 2021). There is no additional administrative funding.

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

B. Applicant Disqualifiers for Application Errors:

1. Any trade secret or proprietary information (as defined in Section 5.4 of this RFGA) found anywhere in an application shall result in immediate disqualification.

SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION

7.1 Scoring of Applications

ODJFS will enter into agreements with the applicants that best demonstrate the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Program Budget. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS OFA. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee will be based upon the criteria specified in Sections III, IV, and VI of this RFGA. Any applications not meeting the requirements contained in Sections III, IV, and VI of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public. In scoring the applications, ODJFS will score in three (3) phases:

A. Phase I. Review — Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass the Phase I. Review. Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.

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

The ART will then collectively score those qualifying Technical Applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in

Sections III, IV, and VI of this RFGA. Using the score sheet for Phase II scoring (Attachment C.), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Application.

A maximum of 360 points will be possible for the Technical Application. A Technical Application must achieve a total of at least 274 points out of the possible 360 points to qualify for consideration. Any application which does not meet the minimum required Technical Application points will be disqualified from any further consideration.

All Phase II Technical Application evaluation criteria will be scored according to the following scale, based on a proposed plan's ability to meet the objectives outlined in this RFGA. The Technical Application Score Sheet (Attachment C.) uses the following point values for rating each requirement:

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

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”- applicant does not address a particular RFGA requirement in the application, **Score: 0**

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

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

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

NOTE: Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Technical Application Score Sheet (Attachment C.) and the above technical performance scoring information to review their applications for completeness, compliance, and quality. For those technically qualified applicants with an Ohio presence, their final technical score will be the sum of the score they earned according to the Phase II review described above and an additional ten (10) points for having an Ohio presence.

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

Applicants must show proof of match funding to draw down the federal funding provided for this program. A financial statement must be submitted verifying that matching funds are available. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the program for which this RFGA is released. The selected applicants will submit a complete budget for SFY 2019 (September 2018 - June 30, 2019 and breakout budgets for July 2019 - June 30, 2020 (SFY 2020), and July 2020 – June 30, 2021 (SFY 2021). There is no additional administrative funding.

7.2 Review Process Caveats

ODJFS may, at its sole discretion, waive minor errors or omissions in applicants' Technical Applications or related forms when those errors do not unreasonably obscure the meaning of the content.

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

Should ODJFS determine a need for interviewing applicants prior to making a final selection, responses to interview questions shall be scored in a manner similar to the process described in Section 7.1 above. Such scored results may be either added to those applicants' scores, or will replace certain criteria scores, as the discretion of ODJFS. The standards for scoring the interviews and the method used for considering the results of the interviews shall be applied consistently for all applicants participating in the interview process for the RFGA.

Applicants may request changes to the model subgrant 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 subgrant agreement may have no effect of an applicant's Technical Application score, any proposed changes to the model subgrant agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of an agreement may, at the sole discretion of ODJFS, result in the disqualification of the application.

ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the program for which this RFGA is released. Such communications are not violations of any communications prohibitions, and are expressly permitted when initiated by ODJFS, and are at the sole discretion of ODJFS.

Any applicant deemed not responsible, or submitting an application deemed not to be responsive to the terms of this RFGA, shall not be awarded an agreement.

7.3 Final Selection

The ART will recommend to the Director of ODJFS (or the Director's designee) the technically qualified applicants offering the application most advantageous to ODJFS, as determined by the processes and requirements established in this RFGA.

SECTION VIII. PROTEST PROCEDURE**8.1 Protests**

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

- A. A protest may be filed by an applicant or party objecting to the award of an agreement resulting from this RFGA. 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 RFGA being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS OCA, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 2.1, Anticipated Procurement Timetable, of this RFGA.
 - 2. If the protest relates to the announced intent to award an agreement, the protest shall be filed no later than 3:00 p.m. of seventh (7th) calendar day after the issuance of formal letters sent to all responding applicants regarding the ODJFS' intent to make the award. The date on these ODJFS letters to responding applicants is the date used to determine if a protest regarding the intent to award is submitted by the end of the protest period.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the Department's procurement system. An untimely protest is one received by ODJFS 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, an award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The applicants who would have been awarded the agreement shall be notified of the receipt of the protest.
- F. ODJFS OCA shall issue written decisions on all timely protests and shall notify any applicant who filed an untimely protest as to if the protest will be considered.

8.2 Caveats

ODJFS is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserves the right not to select any application should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the webpage dedicated to this RFGA. All applicants 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 and responsible applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable agreement.

SECTION IX. ATTACHMENTS AND THEIR USES

- A. **Required Applicant Information and Certifications *(To be completed & included in the application as specified in Sec. 6.2)***
- B. **ODJFS Model Subgrant Agreement *(For applicant reference purposes; do not submit unless applicant has proposed changes to model subgrant agreement)***
- C. **Technical Application Score Sheet *(For applicant reference purposes; do not submit)***
- D. **Program Budget Form *(To be completed & included in cost application packet as specified in Sec. 7.1, C.)***

Thank you for your interest in this program.

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:

Remainder of page intentionally left blank

DRAFT MODEL

ATTACHMENT C
Application Score Sheet
RFGA#: JFSR1819178152

PHASE I: Initial Qualifying Criteria

Applicant Name: _____

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

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFGA Section Reference	YES	NO
1	Was the application received by the deadline as specified in the RFGA?	2.1 / 6.1		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Did the applicant provide a copy of their current and valid federally or state recognized 501(c) (3) status?	3.1. A.		
6	Did the applicant demonstrate that they have at least five (5) years of experience evaluating and providing recommendations for appropriate employment and training assignments?	3.1, B.		
7	Did the applicant specify the county they are applying for and provide documentation the organizations capacity to initially target its county and have the ability to expand statewide?	3.1, C.		
8	Did the applicant show proof of non-federal match funding to draw down the federal funding provided for this program by submitting a financial statement?	3.1, D.		
9	Did the applicant show proof they have the cash resources to provide initial funding to receive the match from ODJFS? These cash resources cannot be used to provide a match or maintenance of effort component for any of federal program or source of federal funding. Match funding cannot be existing expenditures or types of data. A financial statement must be submitted verifying that matching funds are available.	3.1, E.		
10	Did the review team (in its initial/cursory review of the applicant’s submission) determine that the application was free of trade secret/proprietary information as specified/restricted in the RFGA?	5.4/6.2, B.		

PHASE II: Criteria for Scoring of Technical Application

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

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

A Technical Application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The ART will collectively score each individual qualifying application. Technical Applications which do not meet or exceed a total score of at least 274 points (a score which represents that it “meets” all the evaluation criteria) out of a maximum of 360 points, will be disqualified from further consideration, and its Program Budget will neither be reviewed nor considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the Technical Application Score Sheet.

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weight	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
APPLICANT QUALIFICATIONS							
APPLICANT EXPERIENCE & CAPABILITIES							
1	The applicant has provided examples of at least two (2) successful outcomes in employment and training programs specific to individuals with unique employment barriers.	3.2, A.	3				
2	The applicant has described in detail applicant's experience in providing occupational skills training or education that has resulted in a certificate or credential for an in-demand occupation in Ohio and gain employment in the field of training.	3.2, B.	3				
3	The applicant has described in detail their experience in establishing local networks and utilization of networks to serve identified population.	3.2, C.	2				
4	The applicant has described in detail their experience in establishing and implementing an employment model (recruitment, relevant life skills, educational program, job placement) that is structured but allows for customization due to an individual's unique barriers.	3.2, D.	2				
STAFF EXPERIENCE & CAPABILITIES							
5	The applicant has identified by position and name, all relevant leadership, program, administrative, and advisory staff for the program.	3.3, A.	1				
6	Include resume(s) of key staff with a diverse and rich set of experience and skills expected to work on the program. Key staff shall have at least two (2) years' experience in providing employment and training programs. It is preferred that key staff demonstrate experience in operating SNAP E&T programs;	3.3, B.	1				
7	The applicant has included a Table of Organization to display how the key staff and team will be organized.	3.3, C.	1				
8	The applicant has identified any partnering or collaborating agencies for the program with an MOU signed by both parties.	3.3, D.	2				
9	The applicant has described in detail how local networks will be established and utilized to serve the identified population.	3.3, E.	1				
10	The applicant has described in detail how they will establish and implement an employment model (recruitment, relevant life skills, educational program, job placement) that is structured but allows for customization due to an individual's unique barriers.	3.3, F.	2				
TECHNICAL WORK PLAN & PROGRAM OUTCOMES							
11	The applicant has demonstrated that they are able to provide a match in cash for this program.	4.1	2				
12	The applicant has described the key objectives of their proposed program.	4.4, A.	1				
13	The applicant has provided a technical approach and work plan that is to be implemented within sixty (60) days of the award of the purchase order.	4.4, B.	1				
14	The applicant has provided a status reporting procedure for reporting work completed and resolution of unanticipated problems.	4.4, C.	1				
15	The applicant has provided a timeline for each component of the scope of program work including the staff hours for the personnel involved. Include a chart showing the number of hours devoted to the program by grantee or subgrantee staff. The applicant must provide the percentage of time each key management person will devote to the program.	4.4, D.	1				
16	The applicant has described how local networks will be established and utilized to serve the identified population.	4.4, E.	1				
17	The applicant has described how they will establish and implement an employment model (recruitment, relevant life skills, educational program, job placement) that is structured but allows for customization due to an individual's unique barriers.	4.4, F.	2				
18	The applicant has described how they will provide occupational skills training or education resulting in a certificate or credential for an in-demand occupation in Ohio and assist program participants gain employment in the field of training.	4.5, A.	2				

19	The applicant described how they will provide education, training and employment, to be measured at 120 days post-placement.	4.5, B.	1				
20	The applicant described how they will provide education, training and employment, to be measured at 240 days post-placement.	4.5, C.	1				
21	The applicant described how they will provide the percentage of program participants that received credentials in their area of training.	4.5, D.	1				
22	The applicant has stated they will provide MOUs between each of the its targeted county Departments of Job and Family Services agency. Additional MOUs will be required if the program expands.	4.5, E.	2				
23	The applicant has stated they will provide written quarterly reports to ODJFS.	4.5, F.	1				
24	The applicant has submitted an application which complies with the specified submission format.	6.2	1				
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE:							

Based upon the Grand Total Technical Score earned, does the application proceed to the Phase III evaluation of its Program Budget? (Applicant's Grand Total Technical Score must be at least 274 points.)

Yes _____

No _____

(If "No," applicant's Program Budget will not be opened.)

PHASE II B.— Additional Consideration		RFGA Sec. Ref.	NO	YES (+10 pts. each)
1.	Ohio Presence --Has the vendor provided evidence of having an Ohio presence?	3.2 7.1, B.		
		PHASE II. B. TOTAL POINTS: [10 max. allowable points]		
		VENDOR'S GRAND TOTAL SCORE [Phase II A. + Phase II B. pts.]:		

ATTACHMENT D
SFY 2019

Operating Budget			
Category	Total Cost	Federal Cost (50% of Total Cost)	Total
Direct Costs:			
Salary/Wages		\$ -	\$ -
Fringe Benefits/Approved Benefit Percentage Rate Used _____%		\$ -	\$ -
Contractual Costs		\$ -	\$ -
Non-Capital Equipment & Supplies		\$ -	\$ -
Materials		\$ -	\$ -
Travel		\$ -	\$ -
Building/Space		\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -
Indirect Costs:			
Indirect Costs/Approved Indirect Cost Percentage Rate Used _____%		\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -
State In-Kind Contributions		\$ -	\$ -
Participant Reimbursement (State plus Federal)		\$ -	\$ -
TOTAL COSTS	\$ -	\$ -	\$ -

ATTACHMENT D
SFY 2020

Operating Budget			
Category	Total Cost	Federal Cost of Total Cost	Federal Cost (50% of Total Cost)
Direct Costs:			
Salary/Wages		\$	\$
Fringe Benefits/Approved Benefit Percentage Rate Used _____%		\$	\$
Contractual Costs		\$	\$
Non-Capital Equipment & Supplies		\$	\$
Materials		\$	\$
Travel		\$	\$
Building/Space		\$	\$
Total Direct Costs	\$ -	\$	\$
Indirect Costs:			
Indirect Costs/Approved Indirect Cost Percentage Rate Used _____%		\$	\$
Total Indirect Costs	\$ -	\$	\$
State In-Kind Contributions		\$	\$
Participant Reimbursement (State plus Federal)		\$	\$
TOTAL COSTS	\$ -	\$	\$

SFY 2021

Operating Budget			
Category	Total Cost	Federal Cost of Total Cost	(50% of Total Cost)
Direct Costs:			
Salary/Wages		\$	- \$
Fringe Benefits/Approved Benefit Percentage Rate Used _____%		\$	- \$
Contractual Costs		\$	- \$
Non-Capital Equipment & Supplies		\$	- \$
Materials		\$	- \$
Travel		\$	- \$
Building/Space		\$	- \$
Total Direct Costs	\$ -	\$	- \$
Indirect Costs:			
Indirect Costs/Approved Indirect Cost Percentage Rate Used _____%		\$	- \$
Total Indirect Costs	\$ -	\$	- \$
State In-Kind Contributions		\$	- \$
Participant Reimbursement (State plus Federal)		\$	- \$
TOTAL COSTS	\$ -	\$	- \$