

**OHIO CHILDREN'S TRUST FUND (OCTF)
CHILDREN'S ADVOCACY CENTERS
PRIMARY PREVENTION SERVICES**

RFGA # OCTFR2223220004R

**Issued By:
Ohio Children's Trust Fund**

**REQUEST FOR GRANT APPLICATIONS (RFGA) RERELEASE:
OCTF CHILDREN’S ADVOCACY CENTERS PRIMARY PREVENTION SERVICES
RFGA #: OCTFR2223220004R**

TABLE OF CONTENTS:

| | | |
|---------------------|-----------------------------------------------------------------------------------|-----------|
| SECTION I. | <u>GENERAL PURPOSE & APPLICANT INFORMATION</u> | |
| 1.1 | Purpose | 1 |
| 1.2 | Issuing Office | 1 |
| 1.3 | Background | 1 |
| 1.4 | Overview of the Project | 2 |
| SECTION II. | <u>PROCUREMENT PROCESS INFORMATION</u> | |
| 2.1 | Anticipated Procurement Timetable | 2 |
| 2.2 | Non-Mandatory Question and Answer Webinar; RFGA Clarification Opportunity | 3 |
| 2.3 | Communications Prohibition | 4 |
| 2.4 | Timeframes and Funding Available | 4 |
| SECTION III. | <u>APPLICANT EXPERIENCE AND QUALIFICATIONS</u> | |
| 3.1 | Mandatory Qualifications | 5 |
| 3.2 | Applicant Experience and Capabilities | 6 |
| 3.3 | Staff Experience and Capabilities | 6 |
| SECTION IV. | <u>TECHNICAL WORK PLAN & PROJECT OUTCOMES</u> | |
| 4.1 | Scope of Project Work | 7 |
| 4.2 | Target Population | 8 |
| 4.3 | Number of Participants | 8 |
| 4.4 | Narrative Description of Proposed Project— or, the Proposed Work Plan | 8 |
| SECTION V. | <u>CONDITIONS AND OTHER REQUIREMENTS</u> | |
| 5.1 | Interview | 9 |
| 5.2 | Start Work Date | 9 |
| 5.3 | Application Costs | 10 |
| 5.4 | Trade Secrets Prohibition; Public Information Disclaimer | 10 |
| 5.5 | Grant Agreement Requirements | 10 |
| 5.6 | Subgrantee(s) Identification and Participation Information | 11 |
| 5.7 | Public Release of Records | 11 |
| 5.8 | Confidentiality | 11 |
| 5.9 | Key Personnel | 12 |
| 5.10 | Ethical and Conflict of Interest Requirements | 12 |
| 5.11 | Health Insurance Portability & Accountability Act (HIPAA) Requirements | 12 |
| SECTION VI. | <u>APPLICATION FORMAT & SUBMISSION</u> | |
| 6.1 | Application Submission | 12 |
| 6.2 | Format for Submission of the Application | 13 |
| SECTION VII. | <u>CRITERIA FOR APPLICATION EVALUATION & SELECTION</u> | |

| | | |
|----------------------|-----------------------------------------------------------------------------|-----------|
| | | |
| 7.1 | Scoring of Applications | 15 |
| | A. Phase I. Review – Initial Qualifying Criteria | 15 |
| | B. Phase II. Review – Criteria for Scoring the Technical Application | 16 |
| | C. Phase III. Review – Criteria for Considering the Proposed Budget | 16 |
| 7.2 | Review Process Caveats | 17 |
| 7.3 | Final Selection | 17 |
| SECTION VIII. | <u>PROTEST PROCEDURE</u> | |
| 8.1 | Protests | 17 |
| 8.2 | Caveats | 19 |
| SECTION IX. | <u>ATTACHMENTS AND THEIR USES</u> | |
| A. | Required Applicant Information and Certifications | 19 |
| B. | ODJFS Model Grant Agreement | 19 |
| C. | Technical Application Score Sheet | 19 |
| D. | Project Budget Form | 19 |
| SECTION X. | <u>APPENDICES</u> | |
| A. | OCTF Allowable/Unallowable Guidance | 19 |

**REQUEST FOR GRANT APPLICATIONS (RFGA) RERELEASE:
OCTF STATEWIDE CHILDREN’S ADVOCACY CENTERS PRIMARY PREVENTION SERVICES
RFGA #: OCTFR2223220004R**

SECTION I. GENERAL PURPOSE & APPLICANT INFORMATION

1.1 Purpose

The Ohio Children’s Trust Fund (OCTF) rereleases this Request for Grant Applications (RFGA) for the purpose of soliciting applications from Children’s Advocacy Centers (CACs) across Ohio to support the OCTF’s mission to prevent child abuse and neglect through investing in strong communities, healthy families and safe children. The Ohio Revised Code (ORC) 3109.177 (B) allows each Children’s Advocacy Center to, “Annually request funds from the children’s trust fund board to conduct primary prevention strategies.” This RFGA is open to CACs that are fully accredited by the National Children’s Alliance (NCA). The responsibilities of the selected applicants will include implementing primary prevention services in alignment with the requirements outlined in this request for applications. The OCTF will award funding only to qualified CACs that provide direct services and supports to families throughout Ohio. **[NOTE: This RFGA is a rerelease of prior released RFGA #OCTFR2223220004 concerning twenty-eight (28) eligible CAC’s; however, this RFGA re-release will be limited to the remaining up to twenty-six (26) eligible CAC’s.]**

For the purposes of this RFGA, the term “applicant” shall be defined as a CAC fully accredited by the National Children’s Alliance (NCA). The terms “application” and “response” may be used interchangeably to indicate materials submitted to ODJFS by an applicant to be considered for award of a grant for services 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.

1.2 Issuing Office

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

1.3 Background

The Ohio Legislature established the OCTF in 1984 to support efforts designed to prevent child abuse and neglect within the state. Governed by a board of 15 members, the OCTF is the State of Ohio’s only publicly funded entity dedicated to the sole purpose of child abuse and neglect prevention. Together with our partners, the Trust Fund prevents child abuse and neglect through funding, supporting, educating and promoting child abuse prevention awareness and services within communities statewide.

From State Fiscal Years (SFY) 2010-2012, the OCTF Board allocated a nominal amount of funding to support primary prevention activities to individual CAC’s on an annual basis as outlined in ORC. Due to funding constraints at the time that carried through present date, the Board made the decision to not continue offering

this opportunity until additional funding was secured. Beginning in SFY 2022 through SFY 2023, the OCTF is once again able to support accredited CAC's in their activities to provide primary prevention services.

For more information about the OCTF's, please visit: <https://octf.ohio.gov>.

1.4 **Overview of the Project**

Ohio Revised Code section 3109.177 (B) provides that child advocacy centers may annually request from the Ohio Children's Trust Fund (OCTF) funds to conduct primary prevention strategies. Contingent upon the availability of funds, beginning in SFY 2022 the OCTF will make available to eligible children's advocacy centers (CACs) up to \$12,500 per each state fiscal year for the purposes of conducting primary prevention strategies within the community.

Primary prevention strategies, as defined in Ohio Revised Code section 3109.13 are "*activities and services provided to the public designed to prevent or reduce the prevalence of child abuse and child neglect before signs of abuse or neglect can be observed.*"

The Trust Fund is seeking service providers who present a solid proposal to reach families with evidence-based and/or evidence-informed services, as well as those service providers who demonstrate an innovative approach to serving families.

SECTION II. **PROCUREMENT PROCESS INFORMATION**

2.1 **Anticipated Procurement Timetable**

| DATE | EVENT/ACTIVITY |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monday, September 20, 2021 | OCTF rereleases RFGA to applicants on State of Ohio Procurement website - RFGA becomes active; applicants may register to attend the Non-Mandatory Question and Answer Webinar. |
| Tuesday, September 28, 2021 1:00pm | Applicant Non-Mandatory Question and Answer Webinar - No further inquiries for RFGA clarification will be discussed outside of this webinar. |
| Monday, October 25, 2021 3:00pm | Deadline for applicants to submit applications to OCTF - Late applications will not be accepted. There will be no exceptions made. |
| November 12, 2021 | OCTF issues Grant Award Notification Letters - Applicants that submitted applications in response to this RFGA will be sent notification of award recommendation. This is an estimated date. |
| December 1, 2021 (Anticipated) | Implementation* - ODJFS agreements are not valid and effective until the issuance of an approved State of Ohio Purchase Order. |

| | |
|---------------|----------------------------------------------------------------------------------------------|
| June 30, 2023 | Project Completion - All work must be completed and approved by ODJFS/OCTF Agreement Manager |
|---------------|----------------------------------------------------------------------------------------------|

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

*According to requirements of Ohio Revised Code (ORC) 126.07, ODJFS agreements are not valid and enforceable until the Office of Budget and Management (OBM) certifies the availability of appropriate funding, as indicated by the approval of the Purchase Order (PO). The selected applicant(s) may neither perform work nor submit an invoice for payment for work performed for this project for any time period prior to the PO approval date. The ODJFS Agreement Manager will notify the selected applicant(s) when the requirements of ORC Section 126.07 have been met. Pursuant to ORC Section 3109.16, the Ohio Department of Job and Family Services is the administrative entity for the OCTF.

2.2 Non-Mandatory Question and Answer Webinar; RFGA Clarification Opportunity

Applicants may ask clarifying questions regarding this RFGA during the Non-Mandatory Question and Answer Webinar scheduled via **Zoom on Tuesday, September 28, 2021 at 1:00pm ET** to discuss the requirements of the grant. Interested applicants must register in advance for this meeting by clicking on the link below:

<https://us06web.zoom.us/meeting/register/tZUvdO6urD4jH9yY6YyLpNOaxhDgPQM0SZPr>

After registering, you will receive a confirmation email containing information about joining the meeting.

The webinar will commence promptly at **1:00pm ET**, barring an unforeseen circumstance that results in a delay of the webinar. The OCTF will not be responsible to an applicant for their failure to obtain information discussed during the webinar due to their failure to attend the webinar. The webinar may be recorded and made available for applicants, but this is not guaranteed. Applicants should not assume the webinar will be recorded and/or made available to the applicant community.

During the webinar, the OCTF may, at its option, disregard any questions which do not appropriately refer to an RFGA provision or location within the RFGA. OCTF is under no obligation to acknowledge questions submitted through the Q & A process of the webinar if those questions are not in accordance with these instructions. Questions submitted after the conclusion of the Q & A webinar will not be answered.

Applications submitted in response to this RFGA are to take into account any information communicated by OCTF during the Q & A webinar for the RFGA. It is the responsibility of all applicants to register for the non-mandatory Q&A webinar in advance, as well as check back on the State of Ohio Procurement website for this posting for any amendments, alerts, or other pertinent information regarding this RFGA. OCTF 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 webinar 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. OCTF will only answer those questions submitted during the webinar which pertain to issues of RFGA clarity, and which are not requests for public records.

Should applicants experience technical difficulties accessing the State of Ohio Procurement website where the RFGA and its related documents are published, they may contact the OCTF at octfgrants@ifs.ohio.gov for guidance.

2.3 Communications Prohibition

From the release date of this RFGA, until an award is made, there may be no communications concerning the RFGA between any applicant which expects to submit an application and any employee of OCTF in the issuing office, or any other OCTF 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/OCTF and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview necessary for OCTF to make a final selection;
- D. If it becomes necessary to revise any part of this RFGA. OCTF 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 OCTF 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 Timeframes and Funding Available

The OCTF is seeking to enter into an agreement with grantees commencing upon notification of all grant and funding approvals (anticipated December 1, 2021) through June 30, 2023.

The OCTF anticipates three hundred, fifty thousand dollars (\$350,000.00) per each state fiscal year (SFY 2022 and SFY 2023) available for this grant opportunity and will provide up to twelve thousand, five hundred dollars (\$12,500.00) per each SFY per each grantee. The OCTF Board approved the allocation of funding for fully accredited Children's Advocacy Centers (CACs) to provide primary child abuse and neglect prevention services. Each CAC can apply for an amount up to \$12,500 per each SFY.

As part of the application, CACs should indicate whether they could utilize unallocated funds, should other accredited CACs choose not to pursue this funding opportunity, as well as identify the additional amount of funding to be utilized. In accepting this funding, CACs agree to ensure funding is administered in compliance with the OCTF Board approved proposal submitted in compliance with this RFGA. This funding opportunity does not require matching funds or in-kind contributions. The Allowable and Unallowable Expenditures, Appendix A,

does apply to this funding opportunity. Applicable administrative costs up to the allowable 10% are permitted with this funding opportunity.

Funds will be paid to each CAC quarterly, and upon submission of an approved invoice for provision of grant activities. This is a reimbursement-based funding opportunity. Proper documentation to support completion of grant activities will be required to be submitted along with a final report detailing the activities completed. Funding received under this award is subject to any additional reporting requirements required by the OCTF as part of this funding stream.

Applications are qualified if they are in accordance with the application submission requirements and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring will be completed by an Application Review Team (ART) selected by OCTF. Final selection of applications will be made by the OCTF Board. To make its final selection of applications which will receive awards and to determine the size of those awards, the OCTF Board may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, local collaborations and funding available.

Applicants are to be aware that the OCTF Board may, at its sole discretion, negotiate with all technically qualifying applicants for a revised Project Budget, if the Project Budgets of all technically qualifying applicants exceed the available funding for this project. Please refer to Section 7.1 C. of this RFGA for further information on ODJFS/OCTF procedures to be implemented if this occurs.

If funds are not adequately utilized by any grantee(s) over the life of the project/agreement, OCTF reserves the right to reduce an award, and at its discretion, to increase the size of the award made to a more effective grantee.

SECTION III. APPLICANT EXPERIENCE AND QUALIFICATIONS

3.1 Mandatory Qualifications

To be considered for an award as a result of this RFGA, the OCTF requires that applicants **MUST** meet **ALL** of the following qualification requirements:

- A. The applicant must be an accredited Children's Advocacy Center (CAC) with the National Children's Alliance (NCA). Children's Advocacy Centers (CACs) are child-focused facilities that help abused children heal by coordinating the investigation and treatment of child sexual abuse. CACs provide children and families access to long-term advocacy and healthcare. As defined in 2151.425(A) of the Ohio Revised Code:

"'Children's advocacy center' means a center operated by participating entities within a county or two or more contiguous counties to perform functions and activities and provide services, in accordance with the interagency agreement entered into under section 2151.428 of the Revised Code, regarding reports received under section 2151.421 of the Revised Code of alleged sexual abuse of a child or another type of abuse of a child that is specified in the memorandum of understanding that creates the center as being within the center's jurisdiction and regarding the children who are the subjects of the report."

To meet this definition, the CAC must adhere to the following:

- i. The center must have executed a memorandum of understanding to establish a children's advocacy center in accordance with section 2151.426 of the Ohio Revised Code;
 - ii. The center must have established an interagency agreement to assemble a multi-disciplinary team to conduct joint investigations in accordance with section 2151.428 of the Ohio Revised Code;
 - iii. The center must have established a written agreement with a fiscal agent that will manage funding.
 - iv. The center agrees to provide primary prevention services as defined in division (B) of section 3109.13 of the Ohio Revised Code.
- B. The applicant must provide a statement verifying that the applicant has completed background checks (BCI and/or FBI) on those in the organization who may be directly involved with children as part of the proposed programming, including a description of the organization's process for conducting background checks.
- C. The applicant must provide a narrative description of one (1) or more completed projects (completed within the past three (3) years) that demonstrates the applicant's experience providing services to families. Example(s) should demonstrate the applicant's experience as it relates to the inclusion and participation of culturally diverse populations, implementation of primary child maltreatment prevention projects, and coordination of program evaluation including types of evaluations conducted, methodologies utilized and linkages of evaluation results with recommendations for program improvement.

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

3.2 Applicant Experience and Capabilities

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

- A. A detailed description of the applicant's qualifications and history of the applicant, as well as any relevant and current accreditations, standards and/or certifications that the applicant possesses; and
- B. A detailed description of the applicant's experience providing services and supports to vulnerable children and families. Please be specific as to types of services provided, as well as if the applicant has any prior experience delivering primary prevention services.

3.3 Staff Experience and Capabilities

Applicants must demonstrate expertise by assigning staff to key positions for this project. Key positions will require profiles and/or resumes. The applicant must, at minimum:

- A. Provide an organizational chart of key staff, including any subgrantees (if known) and community partners, their relevant work experience, and the duties they will perform in this project;
- B. Identify, by position and name, those staff considered key to the project's success. Applicants must provide whether identified staff are trained in the proposed curriculum or if training is required prior to

implementation. If applicants' proposed curriculum/program offers formal training, but does not require it, preference will be given to vendors who have completed the formal training. If key staff will be hired through the project, please attach a (1 page) job description and/or training requirements for eligibility; and

- C. If the project requires collaboration, then applicants must provide a list of project partners, as well as letters of support from collaborative partners. A letter of support must be provided from each relevant partner (i.e. if the project partners with local schools, include a letter from school administration staff confirming support).

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 & PROJECT OUTCOMES

4.1 Scope of Project Work

The OCTF is interested in funding CACs across the state to provide [primary child abuse and/or child neglect prevention](#) programs. All proposed programs must be designed specifically to prevent or reduce child abuse and neglect. No funding can be utilized to provide direct victim support services. Selected applicant(s) for the project will work with OCTF to accomplish the following:

- A. Beginning December 2021, or upon a mutually agreed upon date, selected applicant(s) will recruit and serve up to the proposed number of eligible families through June 30, 2023 to participate in the selected applicant's primary, evidence-based, evidence-informed, or innovative child abuse and neglect prevention program. Families recruited and engaged in the program will meet the OCTF's eligibility criteria, which includes:
 - 1. Eligibility for primary prevention funding as indicated by no self-reported prior substantiated cases of child abuse and/or child neglect, and no self-reported or known current open cases of child abuse and/or child neglect.
- B. Dependent upon the proposed program, deliver evidence-based and/or evidence-informed child abuse and neglect prevention services per fidelity of the program and/or model proposed. Selected applicants must include the OCTF logo on all outreach material and promotional material developed, as well as acknowledge the OCTF as the funding source at events and/or as part of educational sessions, as well as part of all promotional material. The OCTF must approve any locally developed outreach materials prior to dissemination.
- C. Provide reports the OCTF Program Manager, as requested, within fifteen (15) days of being requested. Additionally, selected applicants will track and report on the following performance and evaluation metrics:
 - 1. Number of clients served as compared to the target goal;
 - 2. Home county of clients served in alignment with proposed geographic target area;
 - 3. Success stories of impact of program on eligible families;

4. Results from the Protective Factors Survey, 2nd Edition, either pre/post or retrospective (required for all multi-session programs); and
 5. Summary results from other relevant evaluation tools and/or assessments as outlined by selected applicant's proposal
- D. Coordinate with the OCTF on site visits to monitor the activities of the program. The OCTF may, at its discretion, conduct one or more site visits throughout the life cycle of the grant. Selected applicants agree to permit unannounced site visits as the OCTF determines necessary.
- E. Coordinate with local partners to promote the program and opportunity to the general public and target populations.
- F. Participate in meetings conducted by the OCTF, scheduled on an as needed basis, designed to provide critical updates and information pertaining to selected applicant proposals and programs, including a project kickoff meeting.

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 applicant will be responsible for the requirements as described in Section 4.4, including all preparatory and intervening steps, whether or not OCTF has explicitly specified or delineated them within the RFGA. In developing their responses, all applicants must fully and appropriately plan and budget their proposed projects, including all necessary preparatory and intervening steps.

4.2 Target Population

The target population for this grant are OCTF eligible families, professionals, and/or community members. The selected applicants may expand service areas as possible and upon approval.

4.3 Number of Participants

OCTF anticipates that the selected applicant will serve the proposed number of individuals per county proposed during the life cycle of the grant. The participant requirement is through June 30, 2023.

4.4 Narrative Description of Proposed Project— or, the Proposed Work Plan

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

- A. Provide a description of your proposed primary child abuse and/or neglect prevention program. Applicant should indicate whether this project is a new or start-up program, or if the applicant is seeking funding to sustain the operations of a current program. If this project is based on an evidence-based and/or evidence-informed model as documented by nationally recognized best practice clearing houses, such as the [California Evidenced-Based Clearinghouse for Child Welfare](#) please provide information pertaining to that model or a valid link to a program resource page. Innovative approaches are also encouraged but should be informed by evidence. This evidence should be included in the response if an innovative program or strategy is proposed.

- B. Describe the proposed program's goals, activities, and outcomes for each activity.
- C. Describe how the proposed program is responsive to an existing, unmet need identified for the community, county(ies), and/or area proposed to be served. Responses should include local data that supports this existing unmet need.
- D. Describe the target population for the program and explain how the target population will be recruited and/or engaged to participate in the proposed program. Be specific as to age, gender, ethnicity and other characteristics of the population you intend to serve.
- E. Provide the proposed number of individuals intended to be served by the program, as well as identify the county(ies) these individuals represent. As applicable, delineate between parents/caregivers, children, families, and/or professionals.
- F. Provide a clear, detailed timeline for the implementation of your program that includes: the program start and end dates; planned dates of hiring any new staff, if applicable; program reporting dates (i.e. monthly, quarterly, etc.); and evaluation timeframes and activity dates.
- G. Describe how you plan to evaluate the program for which you are requesting funding and what information you plan to collect. Performance measures should be concrete and state how the success of an objective will be quantified. For example, if you are using a pre or post-test for training professionals, please describe or provide a copy of the test utilized. At minimum, ensure response aligns with Section 4.1 Scope of Work, (C), as outlined in this RFGA.
- H. Discuss how your program builds upon or strengthens existing community resources for continued sustainability after the grant period concludes. Your response can include specific information regarding community collaborations, in-kind contributions, financial support, staffing, training, and/or organizational changes.
- I. If interested, please indicate whether, in the event other CACs are not interested in this opportunity, your program could benefit from additional funds. Your response should detail how you would utilize additional funds to bolster services as part of the proposed project.

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 Ohio Children's Trust Fund. OCTF 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 grantee(s) 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 grantee(s) will be notified by the

ODJFS/OCTF Agreement Manager when work may begin. Any work begun by the grantee prior to this notification may not be reimbursable by ODJFS/OCTF.

5.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; OCTF 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 OCTF solicitation. OCTF shall consider all applications voluntarily submitted in response to any OCTF 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 OCTF in response to any solicitation shall become the property of ODJFS/OCTF. 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/OCTF 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 Project Budget submitted by an applicant and any attachments, addenda, appendices, resumes, letters of recommendation, or sample products.

5.5 Grant Agreement Requirements

- A. Any agreement(s) resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the model grant agreement, which is included as Attachment B. of this RFGA;
- B. Many of the terms and conditions contained in the model grant agreement are required by state and federal law; however, applicants may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS/OCTF review and approval;
- C. Payments for all services provided pursuant to the agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all subgrantees;
- E. The grantee(s), and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee(s), and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS/OCTF 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 an award from ODJFS/OCTF, the grantee(s), and any subgrantee(s), shall certify compliance with any court order for the withholding of child support which is issued

pursuant to Section 3113.217 of the ORC. The grantee(s), and any subgrantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee(s) or employees of the grantee(s) meet child support obligations established under state law;

- G. The grantee(s), and any subgrantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS/OCTF staff on an annual or as needed basis;
- H. By signing an agreement with ODJFS/OCTF, the grantee(s) agrees 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 project as requested by OCTF. Each grantee must also agree to participate in any data collection or evaluation required by OCTF .

5.6 Subgrantee(s) Identification and Participation Information

Any grantee 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;
- C. 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 grantee(s) 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/OCTF may require a clause in the resulting agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS/OCTF.

ODJFS/OCTF must be informed in writing if the Grant Manager or key personnel changes over the course of the project.

5.10 Ethical and Conflict of Interest Requirements

- A. No grantee or individual, company or organization seeking a grant agreement shall promise or give to any ODJFS/OCTF 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/OCTF employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS/OCTF 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/OCTF to enter into a grant agreement; and
- D. ODJFS/OCTF 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/OCTF, the grantee(s), and any subgrantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and the implementing regulations at 45 CFR Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee(s) from or on behalf of ODJFS/OCTF 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 applicant(s) 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/OCTF may at its option terminate the agreement according to provisions within the agreement.

SECTION VI. APPLICATION FORMAT & SUBMISSION

6.1 Application Submission

The applicant must submit electronic responses via email to OCTFgrants@jfs.ohio.gov. The application must be received by OCTF no later than **October 25, 2021 at 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 OCTF. Faxed or mailed applications will not be accepted. Applicants must

electronically submit their application by emailing OCTFgrants@jfs.ohio.gov. Applicants should include in the subject line the solicitation #OCTFR2223220004R for the OCTF CAC Primary Prevention Funding Services.

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/OCTF and the selected grantee.

6.2 Format for Submission of the Application

In developing their applications, applicants must fully and appropriately plan and include budgets for their proposed projects, 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. OCTF reserves the right not to review submitted appendices which includes information and/or materials that were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 25 pages. All pages shall be sequentially numbered.

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/OCTF. 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 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 & Project Outcomes

Sub-Tab 3a. Narrative Description of Proposed Project – or, the Proposed Work Plan inclusive of Target Population and Numbers Served (As defined in Sections 4.2, 4.3, and 4.4)

Tab 4 Project Budget

Tab 5 Examples, other

A. Technical Application Organization

The applicant's Technical Application must contain, at minimum, the following components. It is mandatory that applications be organized in the following order, and that, wherever appropriate, sections of the application refer by section number and/or letter to the corresponding RFGA requirements.

1. Applicant 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 Qualifications (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 project's success, as described in Section 3.3 of this RFGA.

2. Technical Work Plan & Project Outcomes (Tab 3)**a. Narrative Description of Proposed Project - or, the Proposed Work Plan (Sub-Tab 3a.)**

The applicant must provide a narrative description of their proposed project, including target population and numbers served as described in Sections 4.4, 4.3 and 4.4, of this RFGA.

3. Project Budget (Tab 4)

The Project Budget must include a State Fiscal Year (SFY) Budget Summary Sheet. The total of all services should be included on this sheet and be distributed by SFY. Applicants must adhere to the OCTF's Allowable/Unallowable Guidance Document, included as Appendix A.

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/OCTF will enter into agreement(s) with a grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical Application and Project Budget. All applications will be reviewed and scored by the ART, comprised of staff from OCTF. 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(s) will be based upon the criteria specified in Sections III, IV, and VI of this RFGA, and presented to the OCTF Board for final determination. 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 OCTF Board reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART and/or OCTF Board 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, OCTF 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 256 points will be awarded for the Technical Application. A Technical Application must achieve a total of at least 145 points out of the possible 256 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 did 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 OCTF expectations, **Score: 10**

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

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

If the Project Budgets of all technically qualifying applicants are in excess of the available funding for this project, OCTF may, at its sole discretion, negotiate with all technically qualifying applicants for revised Project Budgets. Applicants may then submit one last and best offer; request that OCTF view its original Project Budget as its last and best offer; or may withdraw from further consideration, and shall indicate its choice according to directions provided by OCTF at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted

a budget that is within OCTF's program budget, OCTF will then consider those applicants' revised Project Budgets which are within the program budget. OCTF reserves the right to negotiate with applicants for adjustments to their applications should OCTF determine, for any reason, to adjust the scope of the project for which this RFGA is released.

7.2 Review Process Caveats

OCTF 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.

OCTF 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 OCTF, 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 OCTF and are at the sole discretion of OCTF.

Should OCTF 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 OCTF. 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 grant agreement, but any such requested changes must be approved by ODJFS/OCTF either as requested or following a process of negotiation. While requested changes to the model grant agreement may have no effect of an applicant's Technical Application score, any proposed changes to the model grant agreement that cannot be accepted or negotiated without causing undue delay (as defined by OCTF) in the execution of an agreement may, at the sole discretion of OCTF, result in the disqualification of the application.

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

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 OCTF Board as many or as few applicants as program budget and successful applications allow, 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 of or on 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 applicant(s) 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

OCTF is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of OCTF and the ART, none of the applications are responsive to the objectives and needs of the Department. OCTF reserves the right not to select any application should OCTF decide not to proceed or based upon continued availability of funding. 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 OCTF. After issuance of an award letter, OCTF reserves the right to rescind the award and choose the next most responsive and responsible applicant, if OCTF 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 Section 6.2)*
- B. ODJFS Model Grant Agreement *(For applicant reference purposes – do not return with bid, unless annotated with changes.)*
- C. Technical Application Score Sheet *(For applicant reference purposes)*
- D. Project Budget Form *(To be completed & included in cost application packet as specified in Section 7.1, C.)*

SECTION X. APPENDICES

- A. OCTF Allowable/Unallowable Guidance

Thank you for your interest in this project.

Attachment A

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

Section I – Required Vendor Information

Section II - Location of Business Form

Attachment A—Section I.

REQUIRED VENDOR INFORMATION and CERTIFICATIONS

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

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

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

Vendors must provide all information

| | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------|------------------------|-----------------|-----------------------|--|---------------------|
| 1. ODJFS RFP/RLB #: | 2. Proposal Due Date: | | | | | | |
| 3. Vendor Name: (legal name of the vendor – person or organization – to whom contract\purchase payments would be made) | | | | | | | |
| 3a. Vendor's Ohio Administrative Knowledge System (OAKS) ID#: [Vendors may apply for an OAKS vendor ID# at: http://ohiosharedservices.ohio.gov/Vendors.aspx . The necessary forms to be completed and remitted to Ohio Shared Services are the Vendor Information Form (OBM-5657) and the IRS Form W-9. Completion and/or submission of these forms to Ohio Shared Services <u>does not</u> assume a vendor/applicant award of any ODJFS contract/grant.] | | | | | | | |
| 4. DUNS Number: | | | | | | | |
| 5. Vendor Corporate Address: | 6. Vendor Remittance Address: (or "same" if same as Item # 5) | | | | | | |
| 7. Print or type information on the vendor representative/contact person <u>authorized to answer questions on the proposal\bid</u>: <table><tr><td>Vendor Representative NAME and TITLE:</td><td>E-Mail Address:</td></tr><tr><td>Address:</td><td>Phone #: _____</td></tr><tr><td></td><td>Fax #: _____</td></tr></table> | | Vendor Representative NAME and TITLE: | E-Mail Address: | Address: | Phone #: _____ | | Fax #: _____ |
| Vendor Representative NAME and TITLE: | E-Mail Address: | | | | | | |
| Address: | Phone #: _____ | | | | | | |
| | Fax #: _____ | | | | | | |
| 8. Print or type the name of the vendor representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of the vendor, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function): <table><tr><td>Vendor Representative NAME and TITLE:</td><td>E-Mail Address:</td></tr><tr><td>Address:</td><td>Phone #: _____</td></tr><tr><td></td><td>Fax #: _____</td></tr></table> | | Vendor Representative NAME and TITLE: | E-Mail Address: | Address: | Phone #: _____ | | Fax #: _____ |
| Vendor Representative NAME and TITLE: | E-Mail Address: | | | | | | |
| Address: | Phone #: _____ | | | | | | |
| | Fax #: _____ | | | | | | |

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

10. Mandatory Vendor Certifications:

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

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

AND

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

AND

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____

Work To Be _____

Performed: _____

(a brief description) _____

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

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

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

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

Total number of contracts: _____

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

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

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

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

Attach additional pages if needed

12. Vendor and Grantee Ethics Certification

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

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

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

Signature of authorized agent

Date

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

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

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

15. 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.**

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

Attachment A—Section II.

Location of Business Form

Pursuant to Governor’s Executive Order 2019-12D (www.governor.ohio.gov), no public funds shall be spent on services provided offshore. This form serves as a certification of compliance with this policy and required disclosures. Please answer the following questions about the project or service you are seeking to perform for or the funding for which you are applying from the Ohio Department of Job and Family Services:

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2019-12D. I attest that no funds provided by ODJFS for this project or any other agreement will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States. I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization, I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal place of business)

Printed name of individual authorized
to sign on behalf of entity

City, State, Zip

Attachment B

ODJFS Model Grant Agreement

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

G-2223-00-0000

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 application 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.
- D. Key personnel that are identified by the GRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to ODJFS, and replacements will not be made without ODJFS approval.

ARTICLE I. PURPOSE; GRANT ACTIVITIES

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

INSERT SPECIFIC Grant Activities

GRANTEE will not report or submit any confidential or identifying information to ODJFS under this Agreement.

- B. The ODJFS Agreement Manager is ODJFS Agreement Manager Name, or successor.
- 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 **20XX** and up to **SFY2 Dollar Amt Dollars (\$SFY2)** for State Fiscal Year **20XX** 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, description of Grant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement; and
 5. Receipt or other proof of cost; and
 6. 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 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. If applicable, 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). If applicable, 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. **It is agreed that line item budget modifications may be made, in writing, upon approval by the ODJFS Agreement Manager without a written amendment pursuant to ARTICLE III.** 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, ancestry, 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 Interest 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, which includes the Governor's Executive Order 2019-11D pertaining to ethics. 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 2019-12D, 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 2019-12D 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. **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.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE X. CONSTRUCTION

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

Signature Page Follows:

Remainder of page intentionally left blank

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

SIGNATURE PAGE

G-2223-00-0000

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

Grantee Name

Ohio Department of Job and Family Services

Authorized Signature (Blue Ink Please)

Matthew M. Damschroder, Interim Director

Printed Name

Date

Date

Address
City, State, Zip

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

Attachment C

Technical Application Score Sheet

ATTACHMENT C Application Score Sheet RFGA#: OCTFR2223220004R

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 Sec. Reference | YES | NO |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----|----|
| 1 | Was the applicant’s application received by the deadline as specified? | 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 | The applicant is an accredited Children’s Advocacy Center (CAC) with the National Children’s Alliance (NCA). Children’s Advocacy Centers (CACs) are child-focused facilities that help abused children heal by coordinating the investigation and treatment of child sexual abuse. CACs provide children and families access to long-term advocacy and healthcare | 3.1, A. | | |
| 6 | The applicant provided a statement verifying that the applicant has completed background checks (BCI and/or FBI) on those in the organization who may be directly involved with children as part of the proposed programming, including a description of the organization’s process for conducting background checks. | 3.1 B | | |
| 7 | The applicant provided a narrative description of one (1) or more completed projects (completed within the past three (3) years) that demonstrates the applicant’s experience providing services to families. Example(s) should demonstrate the applicant’s experience as it relates to the inclusion and participation of culturally diverse populations, implementation of primary child maltreatment prevention projects, and coordination of program evaluation including types of evaluations conducted, methodologies utilized and linkages of evaluation results with recommendations for program improvement. | 3.1, C. | | |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
| Has the applicant proposed any changes to the ODJFS model grant agreement attached to this competitive document for use in the event of its selection for this project? Requested changes to the model agreement have no effect on an applicant’s score. However, any such requested changes must be approved by ODJFS/OCTF either as requested or following a process of negotiation. At the sole discretion of ODJFS, any proposed changes to the ODJFS model agreement that cannot be accepted or negotiated without causing undue delay (as defined by ODJFS) in the execution of a grant agreement may result in the disqualification of the applicant and its submission. | Yes; changes proposed? | No changes proposed? |
| | | |
| If changes were proposed by this applicant, are those changes such that ODJFS disqualifies the applicant? | Disqualified | NOT Disqualified |

PHASE II: Criteria for Scoring the Technical Application

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

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

Technical Performance Scoring Definitions:

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

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

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

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

A technical application’s total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying application. Technical applications which do not meet or exceed a total score of at least 145 points (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **256** points, will be disqualified from further consideration, and its program budget will not be considered. Only those applicants whose Technical Applications meet or exceed the minimum required technical points will advance to PHASE III of the application score sheet.

| ITEM # | EVALUATION CRITERIA | RFGA SEC. REF. | Weight | Doesn't Meet 0 | Partially Meets 6 | Meets 8 | Exceeds 10 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|----------------|-------------------|---------|------------|
| Organizational Experience and Capabilities (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.) | | | | | | | |
| 1 | Applicant provided a detailed description of the applicant’s qualifications and history of the applicant, as well as any relevant and current accreditations, standards and/or certifications that the applicant possesses. | 3.2, A. | 1 | | | | |
| 2 | Applicant provided a detailed description of the applicant’s experience providing services and supports to vulnerable children and families. Please be specific as to types of services provided, as well as if the applicant has any prior experience delivering primary prevention services.. | 3.2, B. | 2 | | | | |
| Key Staff Experience and Capabilities (Profiles and resume(s) must be included for all persons proposed for key positions.) Program Lead may also serve as Program Outcome Manager. | | | | | | | |
| 3 | The applicant has provided an organizational chart of key staff, including any subgrantees (if known) and community partners, their relevant work experience, and the duties they will perform in this project. | 3.3, A. | 1 | | | | |
| 4 | The applicant Identified, by position and name, those staff considered key to the project’s success. Applicants must provide whether identified staff are trained in the proposed curriculum or if training is required prior to implementation. If applicants’ proposed curriculum/program offers formal training, but does not require it, preference will be given to vendors who have completed the formal training. If key staff will be hired through the project, please attach a (1 page) job description and/or training requirements for eligibility. | 3.3, B. | 1 | | | | |
| 5 | If the project requires collaboration, then applicants must provide a list of project partners, as well as letters of support from collaborative partners. A letter of support must be provided from each relevant partner (i.e. if the project partners with local schools, include a letter from school administration staff confirming support). | 3.3, C. | 1 | | | | |
| ITEM # | EVALUATION CRITERIA | RFGA SEC. REF. | Weight | Doesn't Meet 0 | Partially Meets 6 | Meets 8 | Exceeds 10 |
| Technical Work Plan/Project Outcomes | | | | | | | |
| 6 | The applicant has provided a description of your proposed primary child abuse and/or neglect prevention program. Applicant should indicate whether this project is a new or start-up program, or if the applicant is seeking funding to sustain the | 4.4, A. | 3 | | | | |

| | | | | | | | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|--|--|--|--|
| | operations of a current program. If this project is based on an evidence-based and/or evidence-informed model as documented by nationally recognized best practice clearing houses, such as the California Evidenced-Based Clearinghouse for Child Welfare please provide information pertaining to that model or a valid link to a program resource page. Innovative approaches are also encouraged but should be informed by evidence. This evidence should be included in the response if an innovative program or strategy is proposed. | | | | | | |
| 7 | The applicant described the proposed program's goals, activities, and outcomes for each activity. | 4.4, B. | 2 | | | | |
| 8 | The applicant described how the proposed program is responsive to an existing, unmet need identified for the community, county(ies), and/or area proposed to be served. Responses should include local data that supports this existing unmet need. | 4.4, C. | 3 | | | | |
| 9 | The applicant described the target population for the program and explained how the target population will be recruited and/or engaged to participate in the proposed program. Be specific as to age, gender, ethnicity and other characteristics of the population you intend to served. | 4.4, D. | 2 | | | | |
| 10 | The applicant provided the proposed number of individuals intended to be served by the program, as well as identified the county(ies) these individuals represent. As applicable, the applicant delineated between parents/caregivers, children, families, and/or professionals. | 4.4, E. | 2 | | | | |
| 11 | The applicant provided a clear, detailed timeline for the implementation of your program that includes: the program start and end dates; planned dates of hiring any new staff, if applicable; program reporting dates (i.e. monthly, quarterly, etc.); and evaluation timeframes and activity dates. | 4.4, F. | 1 | | | | |
| 12 | The applicant described how they will plan to evaluate the program for which you are requesting funding and what information you plan to collect. Performance measures should be concrete and state how the success of an objective will be quantified. For example, if you are using a pre or post-test for training professionals, please describe or provide a copy of the test utilized. At minimum, ensure response aligns with Section 4.1 Scope of Work, (C), as outlined in this RFGA.. | 4.4, G. | 2 | | | | |
| 13 | The applicant discussed how the program builds upon or strengthens existing community resources for continued sustainability after the grant period concludes. The response can include specific information regarding community collaborations, in-kind contributions, financial support, staffing, training, and/or organizational changes. | 4.4, H. | 2 | | | | |
| 14 | If interested, the applicant should indicate whether, in the event other CACs are not interested in this opportunity, your program could benefit from additional funds. Your response should detail how you would utilize additional funds to bolster services as part of the proposed project. | 4.4, I. | 1 | | | | |
| Proposal Organization | | | | | | | |
| 18 | The applicant has submitted an application which complies with the specified submission format. | 6.2 | .50 | | | | |
| 19 | The applicant has submitted an application which complies with the page limits as specified in the Application. | 6.2 | .50 | | | | |
| Column Subtotal of "Partially Meets" points | | | | | | | |
| Column Subtotal of "Meets" points | | | | | | | |
| Column Subtotal of "Exceeds" points | | | | | | | |
| TOTAL SCORE: | | | | | | | |

Based upon the Total Application Score earned, does the applicant's application proceed to the Phase III evaluation of its Program Budget? (Applicant's Grand Total Application Score must be at least 145 points.)

Yes _____

No _____ (If "No," Applicant's Program Budget will not be considered.)

PHASE III: Criteria for Considering the Proposed Budget

| PHASE III. — Program Budget Evaluation | | Weight | Doesn't Meet 0 | Partially Meets 6 | Meets 8 | Exceeds 10 |
|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------|----------------------|------------|---------------|
| 1 | The applicant has submitted a fully completed Program Budget for their proposed program. | 3 | | | | |
| 2 | The applicant has submitted a budget narrative that describes the costs and provides any necessary calculations for each budget line item and if indirect costs have been included, the applicant has provided a copy of their current approved indirect cost plan. | 2 | | | | |
| Column Subtotal of "Partially Meets" points | | | | | | |
| Column Subtotal of "Meets" points | | | | | | |
| Column Subtotal of "Exceeds" points | | | | | | |
| PHASE III. TOTAL SCORE: [50 max. allowable points] | | | | | | |
| APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]: | | | | | | |

Attachment D

Project Budget Form

ATTACHMENT D:
Project Budget Form and Instructions
Page 1 of 4

Part I – Budget Template

On this Project Budget Form, applicants are to propose their firm, fixed, all-inclusive cost for SFY 2022 and SFY 2023 to implement the project as intended. The proposed prices for each budget item are to represent the entire cost the applicant offers for the full and successful completion of the project for each SFY. The sum of the proposed cost for each budget category to be performed under the resulting grant agreement will be the applicant's total cost for successful completion of the work described in the RFGA.

The agreement period is expected to run from approximately December 1, 2021 (anticipated date) through June 30, 2023.

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

Each applicant may request up to \$12,500 per each SFY. A separate budget form for each SFY must be completed as contained within this attachment.

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

ATTACHMENT D:
Project Budget Form
Page 2 of 4

| Expenditures Description-Please list expenditures for each budget category for SFY 2022 (December 1, 2021 – June 30, 2022) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Personnel Services Personnel costs for each of the people whose time is spent working directly with the service/program should be listed here; include fulltime and part-time staff, consultants and trainers. Please list fulltime equivalency (FTE) units for each position (i.e. 1 FTE=40 hours) | |
| Explanation: | Total Amount Requested |
| | |
| Service/Program Materials and Supplies Includes costs of any program related materials or supplies such as curriculums, brochures, training materials, books, videotapes, etc. Transportation assistance (i.e. gas cards) for program participants and/or child care expenses may be included in this category. Please note that if the proposal includes the purchase of any educational toys, they must be <i>directly related</i> to carrying out the program or delivering the service. Please provide the estimated number of material to be purchased, along with the unit cost of each item. | |
| Explanation: | Total Amount Requested |
| | |
| Travel Includes any associated travel costs which are relevant to the service being proposed. Reimbursement for travel-related costs may not exceed the rate limits identified on the Allowable/Unallowable Expenditures Guidance document. | |
| Explanation: | Total Amount Requested |
| | |
| Other Provide a description of indirect costs or administrative fees, which are capped at 10%. Provide any other expenses that are not personnel, service/program materials and supplies, or travel with a description of each expense. | |
| Explanation: | Total Amount Requested |
| | |
| Budget Summary Please list the total amount requested from each category above. | |
| | Total Amount Requested |
| 1. Personnel Services | |
| 2. Service/Program Materials and Supplies | |
| 3. Travel | |
| 4. Other | |
| Total Budget | |

ATTACHMENT D:
Project Budget Form
Page 3 of 4

| Expenditures Description-Please list expenditures for each budget category for SFY 2023 (July 1, 2022 – June 30, 2023) | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Personnel Services Personnel costs for each of the people whose time is spent working directly with the service/program should be listed here; include fulltime and part-time staff, consultants and trainers. Please list fulltime equivalency (FTE) units for each position (i.e. 1 FTE=40 hours) | |
| Explanation: | Total Amount Requested |
| | |
| Service/Program Materials and Supplies Includes costs of any program related materials or supplies such as curriculums, brochures, training materials, books, videotapes, etc. Transportation assistance (i.e. gas cards) for program participants and/or child care expenses may be included in this category. Please note that if the proposal includes the purchase of any educational toys, they must be <i>directly related</i> to carrying out the program or delivering the service. Please provide the estimated number of material to be purchased, along with the unit cost of each item. | |
| Explanation: | Total Amount Requested |
| | |
| Travel Includes any associated travel costs which are relevant to the service being proposed. Reimbursement for travel-related costs may not exceed the rate limits identified on the Allowable/Unallowable Expenditures Guidance document. | |
| Explanation: | Total Amount Requested |
| | |
| Other Provide a description of indirect costs or administrative fees, which are capped at 10%. Provide any other expenses that are not personnel, service/program materials and supplies, or travel with a description of each expense. | |
| Explanation: | Total Amount Requested |
| | |
| Budget Summary Please list the total amount requested from each category above. | |
| | Total Amount Requested |
| 1. Personnel Services | |
| 2. Service/Program Materials and Supplies | |
| 3. Travel | |
| 4. Other | |
| Total Budget | |

ATTACHMENT D:
Part II—Cost Narrative
Page 4 of 4

Applicants must attach a succinct cost narrative to explain and justify costs, and to submit it as part of the Project Budget. All costs must be allowable as indicated on the OCTF's Allowable/Unallowable Guidance document. A Cost Narrative may be advisable to explain any costs which the applicant has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.

If interested, please this cost narrative should indicate whether, in the event other CACs are not interested in this opportunity, the applicant's proposed program could benefit from additional funds. This response should detail how you would utilize additional funds to bolster services as part of the proposed project.

Appendix A

OCTF Allowable and Unallowable Form



Ohio Children's Trust Fund

Ohio's Prevent Child Abuse America Chapter

Ohio Children's Trust Fund Allowable & Unallowable Expenditures Guidelines

Part I: Allowable Expenditures List

Purpose: The following list is to be used as a guideline for acceptable purchases and expenditures. Please note that the list does not include every purchase(s) or expenditure(s) that is allowable with Ohio Children's Trust Fund grant dollars. If you have a question about an expense not on this list, please reach out to the Ohio Children's Trust fund for clarification by emailing OCTFGrants@jfs.ohio.gov.

In addition, the following requirements must be met for all purchase(s) and expenditure(s):

- 1) All costs must be incurred during the state fiscal year.
- 2) All expenditures must directly relate to the service of conducting primary and/or secondary child abuse and neglect prevention strategies within the community.

Consultation Services: This includes any individual conducting contract work on the service provider's behalf and may include, but is not limited to the following:

- ✚ Trainers
- ✚ Speakers
- ✚ Computer Technicians
- ✚ Therapists
- ✚ Interviewers
- ✚ Nurses

Family Outreach and Service Support: The total amount of expenditures for this category cannot exceed 5% of the total costs to provide services. This is inclusive of providing both food and beverages, as well as incentives. For specific guidance within those categories of allowable expenditures, see below:

Food and Beverages: The purchase of food and beverages is only permitted for the purpose of supporting family/parent engagement at events that relate directly to a program or strategy. Examples of events that may provide food and/or beverages:

- ✚ Parenting Classes
- ✚ Training Events for Parents, Children, or Families
- ✚ Parent Focus Groups

Please Note: Food and Beverages are not an allowable expense for staff or professional trainings or events.

Incentives to Promote Family/Parent Engagement: This includes small (\$25 or less) incentives and/or rewards to support and encourage parents, families, and children to participate in a service, training, or event. Examples of incentives:

- ✚ Grocery Store Gift Cards
- ✚ Other – Must be pre-approved by OCTF Program Manager



Ohio Children's Trust Fund

Ohio's Prevent Child Abuse America Chapter

Lodging and Travel: This includes expenditures for service providers, staff, and consultants to travel to work-related meetings, trainings and events.

- + Hotel and Lodging – Up to maximum reimbursable rate plus applicable taxes per [GSA rate](#)
- + Per Diem – Up to maximum reimbursable rate per [GSA rates](#)
- + Mileage – Up to maximum reimbursable rate per [State of Ohio Office of Budget and Management](#)
- + Other – Airfare, railway fare, bus fare, rental cars, etc. if pre-approved by OCTF Program Manager

Personnel Costs: This includes salary and fringe benefits for staff, consultants, contractors, service providers, etc.

Printing Costs: This includes costs associated with printing materials for training, promotion, outreach, or other OCTF – related functions.

Training Related Expenses: This includes any costs associated with holding a training event. Examples may include, but are not limited to the following:

- + Registration Fees
- + Rental Fees for Conference Rooms, Meeting Space, State Offices
- + Equipment Rental
- + Other - Must be pre-approved by OCTF Program Manager

Supplies/Equipment: This includes any reasonable expenses for supplies and/or equipment necessary to conduct OCTF – related functions. Examples of allowable purchases include:

- + General office supplies and equipment
- + Computer Equipment
 - o While purchasing and leasing equipment are both allowable, requests to lease equipment must be the most economical choice and be pre-approved by OCTF program manager.
- + Computer Software
 - o For computers located at/operated by service provider
- + Furniture or Materials
 - o i.e. Desks, chairs, tables, cabinets, etc.
 - o Must be pre-approved by OCTF program manager.

Other Costs/Miscellaneous:

- + Transportation Assistance
 - o i.e. Gas cards, bus/taxi vouchers, etc.
- + Childcare
- + Postage Costs
- + Publications and Periodicals (i.e. journals, advocacy related, managerial)
- + Publicity and Promotional Items (i.e. brochures, signs, ads, etc.)

Indirect Costs: The maximum indirect rate for OCTF cannot exceed 10% of program and/or project costs.



Ohio Children's Trust Fund

Ohio's Prevent Child Abuse America Chapter

Part II: Unallowable Expenditures List

Purpose: The following list is to be used as a guideline for unacceptable purchases and expenditures. Please note that the list does not include every unallowable purchase(s) or expenditure(s). *Any expenditure that is not directly related to the delivery of a primary and/or secondary child abuse and neglect prevention strategy within the community is not reimbursable with Trust Fund dollars.* If you have a question about an expense not on this list, please reach out to the Ohio Children's Trust fund for clarification by emailing OCTFGrants@jfs.ohio.gov.

Lodging and Travel: The following expenses related to lodging and travel are not reimbursable.

- + Recreational trips during a conference (i.e. from training center to mall or restaurant)
- + Cancellation fees or ticket exchange fees
- + Hotel/Lodging Incidentals (i.e. telephone, internet, laundry, movies, etc.)

Personnel: The following personnel expenses are not reimbursable.

- + Dual compensation of salaried employees
- + Stipends for attending training
- + Bonuses or incentives
- + Salary for employees or consultants for time spent lobbying or fundraising

Training: The following training-related expenses not reimbursable.

- + Cancellation or attrition fees

Rent/Utilities: The following rent/utility related expenses not reimbursable.

- + Late fees
- + Indirect costs
- + Administrative fees

Other: Below is a list of additional unallowable expenses.

- + Any activity related to lobbying or fundraising
 - o i.e. payments to finance related or complementary project activities
- + Land acquisition
- + Corporate formation fees and non-profit incorporation fees
- + New construction and/or routine renovations
- + Remodeling
- + Mortgages and/or capital campaigns
- + Vehicle purchases
- + Refrigerators (unless used for medical purposes or pre-approved by OCTF Program Manager)
- + Websites i.e. to develop a website to accompany a program, or to maintain/enhance an organization's current website