



Department of  
Job and Family Services

Mike DeWine, Governor

Kimberly Hall, Director

Dear Applicant:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Grant Application (RFGA) number JFSR2021068181, Ohio Kinship and Adoption Navigator Program (OhioKAN), for the purpose of selecting a qualified organization to implement, operate and evaluate the OhioKAN model as currently designed and as established in Ohio Revised Code (ORC) 5101.851. The responsibilities of the selected applicant will include implementation and oversight of the OhioKAN program, which provides services to kinship and adoptive families throughout Ohio. The grantee will provide training and technical assistance services to OhioKAN staff, collaborate with community partners, and monitor program fidelity. The grantee will also oversee a rigorous evaluation of OhioKAN implementation and program effectiveness. ODJFS will award funding only to a qualified organization that demonstrates knowledge of the service needs of kinship and adoptive families and of child welfare programs and practices.

If your organization is interested in submitting a response for this important project, please obtain the RFP at <https://procure.ohio.gov/proc/index.asp>. If you experience any problems accessing this document or opening the above referenced URL, please contact the Office of Contracts and Acquisitions at [OCA\\_QUESTION@jfs.ohio.gov](mailto:OCA_QUESTION@jfs.ohio.gov).

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

Sincerely,

*Eric D. Glenn Sr.*

Eric D. Glenn, Sr.  
Deputy Director  
Office of Contracts and Acquisitions

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

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# **OHIO KINSHIP AND ADOPTION NAVIGATOR PROGRAM**

**RFGA # JFSR2021068181**

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

**REQUEST FOR GRANT APPLICATIONS (RFGA):  
Ohio Kinship and Adoption Navigator Program  
RFGA #: JFSR2021068181**

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**REQUEST FOR GRANT APPLICATIONS (RFGA):**  
**Ohio Kinship and Adoption Navigator Program**  
RFGA #: JFSR2021068181

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

**1.1     Purpose**

The Ohio Department of Job and Family Services (ODJFS) releases this Request for Grant Applications (RFGA) for the purpose of soliciting applications from qualified organizations to implement, operate and evaluate the Ohio Kinship and Adoption Navigator Program (OhioKAN) model as currently designed and as established in Ohio Revised Code (ORC) 5101.851. This RFGA seeks to select one (1) grantee. The responsibilities of the selected applicant will include implementation and oversight of the OhioKAN program, which provides services to kinship and adoptive families throughout Ohio. The grantee will provide training and technical assistance services to OhioKAN staff, collaborate with community partners, and monitor program fidelity. The grantee will also oversee a rigorous evaluation of OhioKAN implementation and program effectiveness. ODJFS will award funding only to a qualified organization that demonstrates knowledge of the service needs of kinship and adoptive families and of child welfare programs and practices.

For the purpose of this RFGA, the term “applicant” shall be defined as nonprofit business, firm, organization, or individual interested in this opportunity. The terms “application” and “response” may be used interchangeably to indicate materials submitted to ODJFS by an applicant in order to be considered for award of a 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 ODJFS Office of Children and Families (OCF) has issued this RFGA and will provide oversight of the resulting grant.

**1.3     Background**

Having a safe and stable home is important to the development and well-being of children. When a child cannot be in the home of a parent, a kinship caregiver or an adoptive home can provide the most stable permanency option. ODJFS has supported several kinship and adoption initiatives, but with the rise of children placed in out of home care, kinship and adoption stability has become a priority. On February 9, 2018, the federal government signed into law the Family First Prevention Services Act (FFPSA) which will allow states to receive federal reimbursement for the provision of services by a kinship navigator program approved as an evidence-based program on the Title IV-E Clearinghouse. In July 2019, Ohio passed House Bill 166 requiring a statewide kinship care navigator program for all kinship caregivers as defined in ORC 5101.85. ODJFS was given \$8.5 million to develop, implement, and maintain a navigator program that meets the needs of caregivers.

With this state and federal support, ODJFS worked with a vendor to develop the OhioKAN program, an innovative, statewide kinship and adoption program model. The model was developed by reviewing research, conducting surveys of caregivers and professionals, and working with multiple statewide stakeholders. In

addition to the model for service delivery, an implementation and evaluation plan was created to support ongoing evaluation of the effectiveness of the intervention. As implementation is underway, an evaluation team is expected to collect data for continuous quality improvement, program fidelity, and program outcomes. It is expected that the model will become eligible for inclusion as a federally approved navigator program on the Title IV-E Prevention Services Clearinghouse.

Implementation of the model has recently begun with the development of a program manual, training curriculum, and community mapping. It is expected that the first navigators will be in place by August 2020, with statewide information and referral implementation beginning in October 2020.

#### **1.4 Overview of the Project**

The OhioKAN's mission is to be a statewide flexible and responsive kinship and adoption navigator program designed to assist children, caregivers, and families. Building on the premise that families are inherently capable of finding solutions to the circumstances and challenges they face, the OhioKAN program will take an inclusive, engaging, and genuine approach to strengthening families and their networks.

The program is being implemented in ten (10) regions throughout the state (see Section 4.3 for list of regions). The program will have oversight by ODJFS, who will partner with the selected grantee to ensure project success. The regional program structure includes Kinship and Adoption Navigators, a Regional Advisory Council, a Regional Director and Coordinator, and coaches in each region. The program will also include a Project Director and OhioKAN coordinator to oversee all regional programs. All OhioKAN staff will be trained according to the model, including training to be a trauma informed and culturally responsive program.

Navigators will be housed at local community agencies throughout the region. Navigators will provide information and referrals to families and ensure access to appropriate services such as childcare, counseling, education, legal services, training, social supports and others as needed. The program includes ongoing case management for families with multiple or complex needs. Regional staff will also educate community partners on the needs of kinship and adoptive families, build capacity to meet the needs of children and families, and decrease barriers to accessing appropriate services in their regions.

OhioKAN is available to any kinship family in which the kinship caregiver is the primary caregiver, regardless of the legal custody status and involvement with the child welfare system. OhioKAN is available to any adoptive family, including infant, international, and foster care adoption.

#### **1.5 Objectives of the Project**

The objective of the OhioKAN program is to support families raising children in safe and stable homes when they are unable to be with their biological parents. ODJFS is seeking one (1) grantee with knowledge of kinship and adoption navigator services to oversee implementation, provide direct services to kinship and adoptive families, and evaluate the model.

The selected grantee will provide the following services including, but not limited to:

- A. Statewide oversight and administration of OhioKAN in partnership with the Project Manager at ODJFS;
- B. Oversight of regional directors, coordinators, coaches, and navigators;

- C. Training and technical assistance for all staff and regional sites;
- D. Collaboration with stakeholders statewide and regionally;
- E. Ensure fidelity of the program model through continuous quality improvement (CQI) activities; and
- F. Evaluation of implementation and effectiveness of intervention.

## **SECTION II. PROCUREMENT PROCESS INFORMATION**

### **2.1 Anticipated Procurement Timetable**

<b>DATE</b>	<b>EVENT/ACTIVITY</b>
May 27, 2020	ODJFS releases RFGA to applicants on DAS and ODJFS websites; Q & A Period opens - RFGA becomes active; applicants may submit inquiries for RFGA clarification.
8:00am June 18, 2020	Applicant Q & A Period closes - No further inquiries for RFGA clarification will be accepted.
3:00pm July 10, 2020	Deadline for applicants to submit applications to ODJFS - Late applications will not be accepted. There will be no exceptions made.
July 30, 2020	ODJFS 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.
October 1, 2020	Implementation* - ODJFS agreements are not valid and effective until the issuance of an approved State of Ohio Purchase Order.
June 30, 2021	Project Completion – All work must be completed and approved by ODJFS Agreement Manager
Renewals	Contingent on approvals, the agreement may be renewed through June 30, 2023 with a subsequent renewal through June 30, 2025 **

ODJFS reserves the right to revise this schedule in the best interest of ODJFS 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.

\* \* Subject to all applicable approvals, the agreement period is expected to run from approximately October 1, 2020 through June 30, 2021, with a renewal to be in effect from July 1, 2021 through June 30, 2025. Renewal of the agreement(s) will be contingent upon availability of funding, satisfactory performance, the continued need for the services described herein, and all required approvals.

## **2.2 Internet Q & A Period; RFGA Clarification Opportunity**

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

- \* **Access the ODJFS Web Page at <http://jfs.ohio.gov>;**
- \* **Select “Doing Business with ODJFS” from the bottom of the page;**
- \* **Select “RFP’s” from the left side column;**
- \* **Select RFGA Number JFSR2021068181 from the list of competitive opportunities;**
- \* **Follow the link to the dedicated web page;**
- \* **Select “Submit Inquiry” near the bottom of the web page;**
- \* **Follow instructions there for submitting questions, or, to view posted questions and answers;**
- \* **Select “View Q and A” near the bottom of the web page.**

Questions regarding this RFGA must reference the relevant section of this document, the heading for the provision under question, and the page number where the provision can be found. The name of a representative of the applicant (or other party), the organization’s name, phone number, and e-mail address must be provided to submit an inquiry. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location within the RFGA, or which do not include identification of the originator of the question. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions. Questions submitted after 8:00 a.m. on the date the Q & A Period closes will not be answered.

ODJFS’ responses to all questions asked via the Internet will be posted on the webpage dedicated to this RFGA for public reference by any party. ODJFS will not provide answers directly to the applicant or party that submitted the question.

Questions submitted may be no more than 4,000 characters in length, but there is no limit on the number of questions that may be submitted. ODJFS strongly encourages applicants to ask questions early in the Q & A period so that answers can be posted with sufficient time for any possible follow-up questions.

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



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

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

### **2.3 Communications Prohibition**

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

The only exceptions to this prohibition are as follows:

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

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

### **2.4 Timeframes and Funding Available**

ODJFS is seeking to enter into an agreement with one (1) grantee commencing upon notification of all grant and funding approvals, and ending June 30, 2021, with the possibility for an additional two (2), two-year renewals.

This grant is anticipated to provide \$7,100,000 in SFY 21 and \$9,423,500 in SFY 22. The actual dollar amount awarded for the selected application will be based on the amount of state and/or federal funding made available to ODJFS. Applications are qualified if they are in accordance with the application submission requirements and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS. To make its final selection of which application will receive an award and to determine the size of the award,

ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, local collaborations and funding available.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Applicants are encouraged to prepare and submit applications and budgets which are both practicable and they are capable of implementing, managing, and evaluating.

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

If funds are not adequately utilized by any grantee(s) over the life of the project/agreement, ODJFS 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**

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

- A. The applicant must have knowledge of the OhioKAN model and implementation plan. The applicant must have knowledge of the OhioKAN model and the service needs of kinship and adoptive families. Examples may include a description of involvement as a stakeholder, attendance at meetings, and past projects or services provided to kinship and adoptive families.
- B. The applicant must identify a program director or administrator with a bachelor's degree (master's preferred); three (3) years of experience in child welfare, public health, health and human services, and/or community-based services; and experience in program and budget management. Preferred qualifications include experience with statewide program oversight and supporting program evaluation. Resume demonstrating the qualifications must be included.
- C. The applicant must identify an evaluator, which can be a subgrantee, with experience evaluating child welfare or related human services programs. The applicant must be knowledgeable about evaluation requirements for eligibility to be reviewed on the Title IV-E Prevention Services Clearinghouse. Resumes demonstrating evaluator's experience must be included.

**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 ODJFS:

- A. Names, contact information, and letters of support from at least three (3) entities for which the applicant has performed similar large-scale programs, collaborated with on programs providing similar services, or can attest to the applicant's ability to serve kinship and adoptive families in a manner that meets the Mission and Objectives of OhioKAN. Letters of support must pertain to services provided or abilities demonstrated in the past five (5) years;
- B. A description of a recent project in which applicant collaborated with a community partner(s) to implement, build capacity, and/or evaluate to ensure the project met the needs of the intended audience/population;
- C. Identify if any sites have been chosen to host an OhioKAN Navigator. Describe how the site was chosen, how they have been or will be trained on the OhioKAN model, and how further sites will be identified and trained; and
- D. A narrative that defines how the applicant's organizational structure supports a project of this size and scope.

### **3.3 Staff Experience and Capabilities**

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

- A. Provide an organizational chart of current staff; include any subgrantees, their relevant work experience, the duties they will perform in this project and staff qualifications as they would relate to and will support this project;
- B. Identify, by position and name, applicant's state level staff considered key to the project's success (at minimum, key staff identified must include a Program Director). Provide position descriptions for key staff, even if they have not yet been hired;
- C. Document that key staff meet minimum qualifications for their position as described in the position descriptions. Include resumes of key staff expected to work on the project; and
- D. Identify any regional staff, including Navigators. Include regional staff resumes demonstrating knowledge and experience in the child welfare or human services field. If further regional staff are needed, identify activities planned to identify needed individual(s).

**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**

Applicant will be responsible for the statewide implementation, oversight, and evaluation of the OhioKAN model. Initial implementation is expected to begin as early as August 2020, with statewide implementation beginning October 2020. Applicant will be expected to maintain initial regions and continue roll out to all regions. Implementation must follow the implementation plan, which is modeled on the stages identified by the National Implementation Research Network (NIRN).

In order to implement and sustain OhioKAN, the applicant will be responsible for the work described below. This list should not be considered all-inclusive as services in each region and for each participant in the program are to be developed on an individual basis.

**A. Statewide Administration:**

1. Oversee all aspects of OhioKAN implementation and administration, including program development, regional oversight, technical assistance, fiscal operations, and evaluation of the program.
2. Administer the monthly billing, invoicing, and payment to the ten (10) OhioKAN regions.
3. Coordinate with ODJFS to facilitate Statewide Advisory Council activities and subcommittees.
4. Provide presentations at conferences and meetings.
5. Maintain sub award agreements with each Navigator site.

**B. Workforce:**

1. Maintain at a minimum, a statewide Program Director and Program Coordinator.
2. Maintain ten (10) Regional Directors and Regional Coordinators.
3. Ensure sufficient staffing of Coaches and Navigators regionally to meet the population being served.
4. Ensure all staff have access to the resources needed to meet their job duties.

**C. Training:**

1. Ensure all staff are trained according to the training curriculum.
2. Update training curriculum based upon results of Continuous Quality Improvement (CQI).
3. Ensure staff receive necessary trainings to provide services that are trauma informed, culturally responsive, and developmentally appropriate for the populations being served.
4. Ensure that Learning Communities are being held as indicated by the program model.
5. Outreach and education to public and private agencies to increase their knowledge of the needs of kinship and adoptive families.

**D. Service Provision:**

1. Ensure that all OhioKAN staff are providing services as detailed in the program manual. This includes, but is not limited to:
  - a) Timely response to all phone, website or other inquiries.
  - b) Visits with youth and families in accordance with OhioKAN procedures.
  - c) Timely completion of documentation.
  - d) Adherence to model's coaching and supervisory strategies.
2. Ensure that all OhioKAN staff are utilizing SACWIS for documentation.

3. Maintain accurate and up to date referral and resource lists to meet the needs of kinship and adoptive families.
4. Ensure access to relevant training to assist kinship caregivers and adoptive parents.
5. Host Regional Advisory Committees as prescribed in the model.
6. Collaborate with local, regional and state stakeholders and service providers. Examples of stakeholders and service providers include, but are not limited to:
  - a) Public Children Service Agencies;
  - b) County Job and Family Services;
  - c) Local courts and legal services;
  - d) Schools, daycares, head start, and other educational programs;
  - e) Alcohol, Drug and Mental Health Boards and providers;
  - f) Family and Children First Councils; and
  - g) Individuals with lived experience as a kinship caregiver, adoptive parent, or raised in an adoptive or kinship home.

E. Outreach:

1. Develop strategies to reach key audiences at the statewide and regional levels.
2. Ensure messaging of OhioKAN is consistent statewide.
3. Maintain OhioKAN website in collaboration with ODJFS.
4. Maintain an online presence for the program, both statewide and regionally.

F. Evaluation:

1. Ensure each region is implementing model with fidelity.
2. Utilize rapid cycle learning and improvement to refine the model with feedback from staff.
3. Maintain a CQI system to provide data to inform decision making.
4. Collect data to evaluate the program for effectiveness based upon the model's Theory of Change.

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 ODJFS 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 includes kinship caregivers as defined in ORC 5101.85, adoptive parents, children being cared for in these homes, and community providers. Eligible adoptive families include infant, foster care, and international adoptions. The selected applicant will need capacity to serve this population statewide in ten (10) regional areas.

#### **4.3 Number of Participants**

With program development/implementation underway, it is difficult to provide the exact number of participants to be served. However, regional estimates of benefits being utilized by adoptive and kinship families are provided to allow applicants an approximation of how many families could be eligible per region.

**Region 1:**

*Auglaize, Allen, Defiance, Fulton, Hancock, Hardin, Henry, Logan, Mercer, Paulding, Putnam, Van Wert, Williams*

- Child Only OWF Recipients: 2,870
- Number of children receiving adoption assistance: 604

**Region 2:**

*Erie, Huron, Lorain, Lucas, Ottawa, Sandusky, Seneca, Wood*

- Child Only OWF Recipients: 9,198
- Number of children receiving adoption assistance: 2,116

**Region 3:**

*Cuyahoga, Medina, Summit*

- Child Only OWF Recipients: 14,513
- Number of children receiving adoption assistance: 3,231

**Region 4:**

*Ashtabula, Columbiana, Geauga, Lake, Mahoning, Portage, Stark, Trumbull*

- Child Only OWF Recipients: 9,224
- Number of children receiving adoption assistance: 2,010

**Region 5:**

*Ashland, Crawford, Delaware, Holmes, Knox, Marion, Morrow, Richland, Union, Wayne, Wyandot*

- Child Only OWF Recipients: 4,001
- Number of children receiving adoption assistance: 726

**Region 6:**

*Champaign, Clark, Darke, Greene, Miami, Montgomery, Preble, Shelby*

- Child Only OWF Recipients: 8,383
- Number of children receiving adoption assistance: 1,741

**Region 7:**

*Fairfield, Franklin, Licking, Madison, Pickaway*

- Child Only OWF Recipients: 13,379
- Number of children receiving adoption assistance: 3,047

**Region 8:**

*Belmont, Carroll, Coshocton, Guernsey, Harrison, Jefferson, Monroe, Morgan, Muskingum, Noble, Perry, Tuscarawas, Washington*

- Child Only OWF Recipients: 4,555
- Number of children receiving adoption assistance: 965

**Region 9:**

*Butler, Clermont, Clinton, Hamilton, Warren*

- Child Only OWF Recipients: 9,466

- Number of children receiving adoption assistance: 3,206

**Region 10:**

*Adams, Athens, Brown, Fayette, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton*

- Child Only OWF Recipients: 7,271
- Number of children receiving adoption assistance: 950

**4.4 Narrative Description of 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 the proposed work plan to fully implement the OhioKAN model in all regions. This workplan must include:
  1. items related to hiring and training staff;
  2. providing services;
  3. monitoring for quality, and evaluation; and
  4. a proposed timeline for the project period.
- B. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems;
- C. Provide a description of the Communication/Outreach plan. This plan should detail which audiences the applicant intends to reach, what strategies will be utilized to reach intended audiences, and a timeline of when the strategies will be implemented.

**4.5 Outcomes and Measures**

Rigorous evaluation and CQI is necessary for the OhioKAN program. OhioKAN must be evaluated using the standards outlined in the Title IV-E Prevention Services Clearinghouse Handbook of Standards and Procedures. The grantee may utilize a subgrantee to create/carry out the evaluation plan.

- A. At a minimum, the grantee will evaluate outcomes identified in the Theory of Change for the program. These outcomes include:
  1. Increase in community capacity to support kinship and adoptive families
  2. Families report satisfaction with services provided
  3. Increase in family functioning
  4. Children and youth experience decreased entry into the formal child welfare system
  5. Children and youth experience increased stability and permanency in their living situations
  6. Children and youth experience positive wellbeing outcomes
  7. Connections are preserved for children and youth
- B. Applicants will demonstrate how they will measure implementation and outcomes set forth in this section by describing:
  1. Methodology for measuring and assessing program outcomes

2. Methodology to track that program is being implemented and maintained with fidelity
3. Methodology for tracking progress achievements and/or shortfalls
4. Methodology for analyzing and correcting project errors

## **SECTION V. CONDITIONS AND OTHER REQUIREMENTS**

### **5.1 Interview**

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

### **5.2 Start Work Date**

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

### **5.3 Application Costs**

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

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

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

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

All applications and any other documents submitted to ODJFS in response to any solicitation shall become the property of ODJFS. This RFGA and, after the selection of an applicant for award, any applications received in response to a solicitation that have been opened, reviewed and considered by ODJFS are deemed to be public records pursuant to ORC 149.43. For purposes of this section, the term “application” shall mean both the Technical Application and the 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 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, and any subgrantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any subgrantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the agreements, and may result in legal action;
- F. As a condition of receiving an award from ODJFS, the grantee, and any subgrantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee(s), and any subgrantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any subgrantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis;
- H. By signing an agreement with ODJFS, the grantee 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 ODJFS. Each grantee must also agree to participate in any data collection or evaluation required by ODJFS.

## **5.6 Subgrantee(s) Identification and Participation Information**

Any 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;
- B. The name, phone number, and e-mail address of a person who is authorized to legally bind the subgrantee(s);

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

#### **5.7 Public Release of Records**

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

#### **5.8 Confidentiality**

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

#### **5.9 Key Personnel**

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

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

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

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

Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 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 may at its option terminate the agreement according to provisions within the agreement.

## **SECTION VI. APPLICATION SUBMISSION & FORMAT**

### **6.1 Application Submission**

The applicant must submit electronic responses using File Drop. A copy of the application must be received by ODJFS no later than **July 10, 2020 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 ODJFS. Faxed or mailed applications will not be accepted. Applicants must go to the URL below to submit your response electronically:

- <https://filedrop.cloudfs.ohio.gov/>
- Bypass the Log in with MyOhio ID & Password prompt-Prospective vendors do not need a MyOhio ID & Password to submit its response
- Select “Drop-off” and be prepared to provide your email
- Enter the pertinent information regarding your organization and complete confirmation
- Review System message confirming your submission and wait for system to redirect you to next page or close confirmation window
- Click the link contained in the email to drop off the files
- Add Recipients: Name; **Office of Contracts & Acquisitions**: Email: [OCA\\_PURCHASING\\_REQUEST@ifs.ohio.gov](mailto:OCA_PURCHASING_REQUEST@ifs.ohio.gov)
- Follow instructions to add PDF files; Filedrop automatically encrypts all documents; do not add encryption passphrase
- Include solicitation **#JFSR2021068181 for the Ohio Kinship and Adoption Navigator Program** in the Short note to recipients. Keep Technical Application separate from Budget Form
- Click 'Drop-off Files' to send
- Ensure System message confirms your files were sent with the following, “Your files have been sent successfully”

In addition, the instructions document with screenshots have been provided with the solicitation.

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA and model agreement (Attachment B), unless clearly and specifically noted in the application submitted and confirmed in the agreement between ODJFS and the 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. ODJFS 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 **50** 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. This must be submitted as part of the response to solicitation. Failure by any applicant to complete, sign, and return the Required Applicant Information & Certifications Document and Standard Affirmation and Disclosure Form with its application will result in rejection of the application as being non-responsive and disqualified from further consideration.

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

**Tab 2** Applicant Experience and Qualifications

**Sub-Tab 2a.** Mandatory Qualifications (As defined in Section 3.1)

**Sub-Tab 2b.** Applicant Experience and Capabilities (As defined in Section 3.2)

**Sub-Tab 2c.** Staff Experience and Capabilities (As defined in Section 3.3)

**Tab 3** Technical Work Plan & Project Outcomes

**Sub-Tab 3a.** Narrative Description of Proposed Work Plan (As defined in Section 4.4)

**Sub-Tab 3b.** Outcomes and Measures (As defined in Section 4.5)

**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 as described in Section 4.4, of this RFGA.

**b. Outcomes and Measures (Sub-Tab 3b.)**

Applications must include a description of the methodology to be used to measure program implementation and outcomes as described in Section 4.5, of the 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.

**4. Examples, other (Tab 5) – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.****B. Applicant Disqualifiers for Application Errors:**

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

**SECTION VII. CRITERIA FOR APPLICATION EVALUATION & SELECTION****7.1 Scoring of Applications**

ODJFS will enter into an agreement with a grantee 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 ODJFS, Office of Families and Children. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee will be based upon the criteria specified in Sections III, IV, and VI of this RFGA. Any applications not meeting the requirements contained in Sections III, IV and VI of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any applicant or to the public. In scoring the applications, ODJFS will score in three (3) phases:

**A. Phase I. Review — Initial Qualifying Criteria:**

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

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

The ART will then collectively score those qualifying Technical Applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections III, IV, and VI of this RFGA. Using the score sheet for Phase II scoring (Attachment C.), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying Technical Application.

A maximum of **330** points will be awarded for the Technical Application. A Technical Application must achieve a total of at least **266** points out of the possible **330** 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 ODJFS expectations, **Score: 10**

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

### **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, ODJFS 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 ODJFS 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 ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a budget that is within ODJFS' program budget, ODJFS will then consider those applicants' revised Project Budgets which are within the program budget. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

## **7.2 Review Process Caveats**

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

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

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

Applicants may request changes to the model grant agreement, but any such requested changes must be approved by ODJFS either as requested or following a process of negotiation. While requested changes to the model 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 ODJFS) in the execution of an agreement may, at the sole discretion of ODJFS, result in the disqualification of the application.

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

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

### **7.3 Final Selection**

The ART will recommend to the Director of ODJFS (or the Director's designee) one applicant 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

ODJFS is under no obligation to issue an agreement as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserves the right not to select any application should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the webpage dedicated to this RFGA. All applicants are responsible for obtaining any such changes without further notice by ODJFS. After issuance of an award letter, ODJFS reserves the right to rescind the award and choose the next most responsive and responsible applicant, if ODJFS and the recommended applicant are unable to come to a mutually acceptable agreement.

**SECTION IX.            ATTACHMENTS AND THEIR USES**

- A.     Required Applicant Information and Certifications *(To be completed & included in the application as specified in 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**

N/A

Thank you for your interest in this project.

# **Attachment A**

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

**Section I – Required Grantee Information**

**Section II - Location of Business Form**

Attachment A—Section I

**REQUIRED GRANTEE INFORMATION and CERTIFICATIONS**

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

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

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

**Applicants must provide all information**

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

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

**9. Mandatory Grantee Certifications:**

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

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

AND

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Attach additional pages if needed*

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

## Attachment A —Section II.

### Location of Business Form

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

1. Principal location of business of Grantee:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Grantee:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Address (Principal place of business)

\_\_\_\_\_  
Printed name of individual authorized  
to sign on behalf of entity

\_\_\_\_\_  
City, State, Zip



# OHIO DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

**G-20XX-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 2011-03K 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, 31<sup>st</sup> Floor, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
  - a. GRANTEE affirms that no federal funds paid to GRANTEE by ODJFS through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
  - b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. GRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**

[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-20XX-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)

\_\_\_\_\_  
Kimberly L. Hall, Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address  
City, State, Zip

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

# ATTACHMENT C

## Application Score Sheet

### RFGA#: JFSR2021068181

#### 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 / 5.1		
2	Does the applicant’s submission include all required affirmative statements and certifications, signed by the applicant’s responsible representative, as described in Attachment A to the RFGA?	Attachment A		
3	Included in those certifications, the applicant states that it is not excluded from entering into an agreement with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.	Attachment A		
4	ODJFS’ review of the Auditor of State website verifies that the applicant is not excluded from contracting with ODJFS by R.C. § 9.24 for an unresolved finding for recovery.	Attachment A		
5	Did the applicant provide evidence that they have knowledge of the OhioKan model and implementation plan by including a description of involvement as a stakeholder, attendance at meetings, and past projects or services provided to kinship and adoptive families?	3.1, A.		
6	Did the applicant identify a program director or administrator with a bachelor’s degree (master’s preferred); three (3) years of experience in child welfare, public health, health and human services, and/or community-based services; and experience in program and budget management. Preferred qualifications include experience with statewide program oversight and supporting program evaluation?	3.1, B.		
7	Did the applicant identify an evaluator (which can be a subgrantee) with experience evaluating child welfare or related human services programs. The applicant must be knowledgeable about evaluation requirements for eligibility to be reviewed on the Title IV-E Prevention Services Clearinghouse?	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 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 ODJFS, Office of Children and Families (OCF). 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 **266** points (a score which represents that the applicant has the capability to successfully perform the program services) out of a maximum of **330** 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.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>Organizational Experience and Capabilities</b> (Provide information on partner, subcontractor, and key staff experience and capabilities, as appropriate.)							
1	The applicant has provided names, contact information, and letters of support from at least three (3) entities for which the applicant has performed similar large-scale programs, collaborated with on programs providing similar services, or can attest to the applicant’s ability to serve kinship and adoptive families in a manner that meets the Mission and Objectives of OhioKAN. Letters of support must pertain to services provided or abilities demonstrated in the past five (5) years.	3.2, A.	2				
2	The applicant has described a recent project in which applicant collaborated with a community partner(s) to implement, build capacity, and/or evaluate to ensure the project met the needs of the intended audience/population.	3.2, B.	2				
3	The applicant has identified if any sites have been chosen to host an OhioKAN Navigator. Describe how the site was chosen, how they have been or will be trained on the OhioKAN model, and how further sites will be identified and trained.	3.2, C.	2				
4	The applicant has provided a narrative that defines how the applicant’s organizational structure supports a project of this size and scope.	3.2, D.	2				
<b>Key Staff Experience and Capabilities</b> (Profiles and resume(s) must be included for all persons proposed for key positions.) Program Lead may also serve as Program Outcome Manager.							
5	The applicant has provided an organizational chart of current staff; include any subgrantees, their relevant work experience, the duties they will perform in this project and staff qualifications as they would relate to and will support this project.	3.3, A.	1				
6	The applicant has identified by position and name, applicant’s state level staff considered key to the project’s success (at minimum, key staff identified must include a Program Director). Provide position descriptions for key staff, even if they have not yet been hired.	3.3, B.	1				
7	The applicant has provided documentation that key staff meet minimum qualifications for their position as described in the position descriptions. Include resumes of key staff expected to work on the project.	3.3, C.	1				
8	The applicant has identified any regional staff, including Navigators. Include regional staff resumes demonstrating knowledge and experience in the child welfare or human services field. If further regional staff are needed, identify activities planned to identify needed individual(s).	3.3, D.	1				

ITEM #	EVALUATION CRITERIA	RFGA SEC. REF.	Weighting	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
<b>Proposed Work Plan/Outcomes and Measures</b>							
9	The applicant has provided a description of the proposed work plan to fully implement the OhioKan model in all regions including items related to hiring and training staff.	4.4, A, 1	3				
10	The applicant has provided a description of the proposed work plan to fully implement the OhioKan model in all regions including providing services.	4.4, A., 2	3				
11	The applicant has provided a description of the proposed work plan to fully implement the OhioKan model in all regions including monitoring for quality, and evaluation.	4.4, A, 3	3				
12	The applicant has provided a description of the proposed work plan to fully implement the OhioKan model in all regions including a proposed timeline for the project period.	4.4, A, 4	3				
13	The applicant has provided a status reporting procedure for reporting work completed, and resolution of unanticipated problems.	4.4, B.	1				
14	The applicant has provided a detailed description of the Communication/Outreach plan. This plan should detail which audiences the applicant intends to reach, what strategies will be utilized to reach intended audiences, and a timeline of when the strategies will be implemented.	4.4, C.	2				
15	The applicant has described the methodology for measuring and assessing program outcomes.	4.5, B. 1	2				
16	The applicant has described the methodology to track that program is being implemented and maintained with fidelity.	4.5, B. 2	2				
17	The applicant has described the methodology for tracking progress achievements and/or shortfalls.	4.5, B. 3	2				
18	The applicant has described the methodology for analyzing and correcting project errors.	4.5, B. 4	1				
<b>Proposal Organization</b>							
19	The applicant has submitted an application which complies with the specified submission format.	5.1	.5				
20	The applicant has submitted an application which complies with the page limits as specified in the Application.	5.1	.5				
<b>Column Subtotal of "Partially Meets" points</b>							
<b>Column Subtotal of "Meets" points</b>							
<b>Column Subtotal of "Exceeds" points</b>							
<b>TOTAL SCORE:</b>							

Based upon the 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 266 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		RFGA SEC. REF.	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.	2.4 6.2, A. 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.	2.4 6.2, A. 3				
<b>Column Subtotal of "Partially Meets" points</b>						

Column Subtotal of "Meets" points			
Column Subtotal of "Exceeds" points			
PHASE III. TOTAL SCORE: [20 max. allowable points]			
APPLICANT'S GRAND TOTAL SCORE [Phase II + Phase III. pts.]:			



**ATTACHMENT D:**  
**Cost Proposal Form and Instructions**  
Page 1 of 2

Scope of Work Sec. 4.1	SFY 2021 Total	SFY 2022 Total	SFY 2023 Total	SFY 2024 Total	SFY 2025 Total	Total Deliverable Cost for All SFYs
A.	\$	\$	\$	\$	\$	\$
B.	\$	\$	\$	\$	\$	\$
C.	\$	\$	\$	\$	\$	\$
D.	\$	\$	\$	\$	\$	\$
E.	\$	\$	\$	\$	\$	\$
F.	\$	\$	\$	\$	\$	\$
OTHER. Explain	\$	\$	\$	\$	\$	\$
<b>SFY 21 Grand Total</b>	\$					
<b>SFY 22 Grand Total</b>		\$				
<b>SFY 23 Grand Total</b>			\$			
<b>SFY 24 Grand Total</b>				\$		
<b>SFY 25 Grand Total</b>					\$	
<b>Project Grand Total</b>						\$

**ATTACHMENT D:**  
**Cost Proposal Form and Instructions**  
Page 2 of 2

**Part II—Cost Narrative**

Vendors have the option of attaching a succinct cost narrative to explain and justify costs, and to submit it as part of the Cost Proposal. A Cost Narrative may be advisable to explain any costs which the vendor has chosen to combine, to explain how hourly rates were achieved, or to make the connections between costs and the technical proposal.